AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, June 16, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Rev. Keith Myrick, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   June 9, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Lykiska Adams for a waiver of the Noise Ordinance at 2666 Esau Avenue on July 25, 2026, from 3:00 p.m. - 7:00 p.m. (District 1).

Request of Maura Mandyck for a waiver of the Noise Ordinance at Mardi Gras Park on July 4, 2026, from 10:30 a.m. - 12:00 p.m. (District 2).

Request of Lorena Camilleri for a waiver of the Noise Ordinance at Medal of Honor Park on June 20, 2026, from 5:00 p.m. - 7:00 p.m. (District 6).

10. PUBLIC HEARINGS

Public hearing to fix costs for demolition of structure at 507 Booker Street; $2,699.00 (District 2).

Public hearing to fix costs for securing of structure at 470 Dauphin Street; $7,400.00 (District 2).

Public hearing to fix costs for securing of structures at 661 and 663 Dauphin Street; $700.00 (District 2).

Public hearing to fix costs for demolition of structure at 1550 Polk Street, f/k/a 1356 Stewart Avenue; $2,300.00 (District 2).

Public hearing to fix costs for securing of structure at 1401 Vega Drive; $4,300.00 (District 4).

Public Hearing to consider the application of Woods Anytime Mobility, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Denise Martin - comments about City bus transportation.

Fred Wheeler - support for allowing banners celebrating Pride Month.

Marion Dyas - request City's help to establish New Year's morning prayer service, and comments about the City's participation in the 250th anniversary.

Karrie Lewis-Pride - introduce Erin Hammond, the newly crowned Miss Juneteenth America 2026.

Reggie Hill - finance reporting/budget practices, Municipal Enforcement, oversight responsibilities, Resolution 08-623, 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).

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).

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

01-621 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.).

08-630 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.).

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.).

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.).

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).

15. CONSENT RESOLUTIONS BEING INTRODUCED

31-646 Authorize the Mayor to apply, accept, and receive a grant from the U.S. Department of Transportation's FY 2026 Pipeline Emergency Response Grant Program; $200,000.00 (no local match) (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt. and Chief Barry Glisson, MFRD).

37-647 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Brothers Food Mart; 2000 Barrett Ln. (sponsored by Councilmember Penn).

37-648 Recommend approval to the ABC Board for issuance of a Specialty Retailer of Consumable Hemp Products License for JM Liquor; 4701 Airport Blvd. (sponsored by Councilmember Fleming).

37-649 Recommend approval to the ABC Board for issuance of a Retail Beer (Off Premises Only) License to Quick Stop; 5318 Overlook Rd. (sponsored by Councilmember Gregory).

37-650 Recommend approval to the ABC Board for issuance of a Retail Table Wine (Off Premises Only) License to Quick Stop; 5318 Overlook Rd. (sponsored by Councilmember Gregory).

40-651 Fix costs for demolition of structure at 507 Booker Street (sponsored by Councilmember Ingram).

40-652 Fix costs for securing of structure at 470 Dauphin Street (sponsored by Councilmember Ingram).

40-653 Fix Costs for securing of structures at 661 and 663 Dauphin Street (sponsored by Councilmember Ingram).

40-654 Fix costs for demolition of structure at 1550 Polk Street, f/k/a 1356 Stewart

Avenue (sponsored by Councilmember Ingram).

40-655 Fix costs for securing of structure at 1401 Vega Drive (sponsored by Councilmember Reynolds).

58-656 Declare weeds noxious Group #1678 (sponsored by Mayor Cheriogotis).

58-657 Authorize removal of weeds, Group #1677 (sponsored by Mayor Cheriogotis).

58-658 Assess costs for removal of weeds, Repeat Weed Lien Group #100 (sponsored by Mayor Cheriogotis).

60-659 Approve award of special bonus to the Firefighter of the Month; Weaver (sponsored by Mayor Cheriogotis) (submitted by Chief Barry Glisson, MFRD).

16. CIP RESOLUTIONS BEING INTRODUCED

09-660 Transfer funds from Capital Project CIP DISTRICT 4 - CIP TOTAL $4M to Grant Project HALLS MILL CREEK PUBLIC ACCESS; $650,000.00 (sponsored by Councilmember Reynolds and Mayor Cheriogotis) (submitted by Nick Amberger, Eng. & Infrastructure, and Jennifer Greene, Program & Project Mgmt.).

09-661 Transfer funds from Capital Project CIP DISTRICT 4 CONTINGENCY PROJECT to Grant Project HALLS MILL CREEK PUBLIC ACCESS; $181,447.89 (sponsored by Councilmember Reynolds and Mayor Cheriogotis) (submitted by Nick Amberger, Eng. & Infrastructure, and Jennifer Greene, Program & Project Mgmt.).

09-662 Transfer funds from Capital Project CAPITAL IMPROVEMENT RESERVE to Grant Project HALLS MILL CREEK PUBLIC ACCESS ; $250,000.00 (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt.).

17. RESOLUTIONS BEING INTRODUCED

01-663 Authorize Master Services Agreement with Berlin Rosen, LLC to raise the profile of Mobile Museum of Art's "Gateway" Exhibition (sponsored by Mayor Cheriogotis) (submitted by Jon Cargargno, MMOA).

01-664 Authorize Purchase and Sale Agreement for the acquisition of and, located on the north property line of Helen Wood Park; $39,000.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept., and Lance Slater, Resilience Dept.).

08-665 Approve purchase order to Brand Industrial Services, Inc. for disembarkation ramp with canopy for Cruise Terminal; $260,716.12 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-666 Approve purchase order to CDW Government, LLC for security cameras with mounts and accessories for Saenger Theater for MPD; $15,159.30 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-667 Approve purchase order to CDW Government, LLC for security cameras with mounts and accessories for Maritime Museum for MPD; $32,142.98 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-668 Approve purchase order to GXC, Inc. for walk-through weapons detection systems for Mobile Regions Arena; $150,044.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-669 Approve purchase order to J J Quality Homes, LLC for storm drainage vegetation and debris removal, 4214 Arcturus Ln. to 4130 Government Blvd.; $29,440.05 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-670 Approve purchase order to Safe Haven Co., LLC for storm drainage vegetation and debris removal, 1208 Creekway Dr. to Perch Creek; $29,200.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-671 Approve purchase order to Secure Land & Tree, LLC for storm drainage vegetation and debris removal, 432 Ridgecrest Ct. to 4344 Boulevard Park, N.; $28,700.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-672 Approve purchase order to Southern Realty Management Group, LLC for storm drainage vegetation and debris removal, 3509 DIP to 1507 Hannon Rd.; $27,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-673 Approve purchase order to MityLite, Inc. for tables, dance floor, dining chairs, bar stools, and storage carts for Mobile Regions Arena; $360,403.08 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-674 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 Supercrew pickup truck for Gulf Coast Technology Center; $57,819.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-675 Approve purchase order to Stryker Sales, LLC for 3-year service plan for cardiopulmonary assist system devices for MFRD; $43,763.30 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-676 Approve purchase order to Sunbelt Fire, Inc. for Honeywell self-contained breathing apparatus test machine for MFRD; $25,011.88 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-677 Approve purchase order to Technical & Scientific Application, Inc. for 21 desktop computers for Fleet Management Garage; $29,589.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-678 Approve purchase order to Vulcan, Inc. for 400 aluminum "Stop" signs for Traffic Eng.; $19,800.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-679 Transfer funds from Capital Project Capital Improvement Reserve to General Fund Account Build Mobile - Professional & Technical; $80,000.00 (sponsored by Mayor Cheriogotis) (submitted by Tiffany Hollins, Capital Projects Dept.).

21-680 Authorize Contract with Geotechnical Engineering Testing, Inc. for U.S. Hwy 45 Streetscape Improvements, Gloria York to Wilson Ave.; $37,000.00 (sponsored by Councilmembers Penn & Ingram, and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

21-681 Authorize Contract with McCrory & Williams, Inc. for 2024 TAP Downtown Mobile Sidewalk Improvements; $93,148.00 (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by John Forrester, Engineering Dept.).

37-682 Consider the application of Woods Anytime Mobility, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

18. CALL FOR PUBLIC HEARINGS

41-683 Call for public hearing to consider the proposed re-zoning for property located at 7271 Grelot Road, from R-1 to B-1 (scheduled for July 21, 2026) (District 6).

41-684 Call for public hearing to revoke the business license at 1172 West Interstate Service Road, S. (scheduled for July 14, 2026).

19. ANNOUNCEMENTS

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.

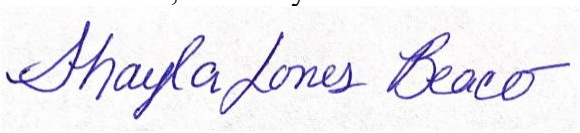
a) A copy of the Planning Commission agenda and the PowerPoint presentation given by City staff are attached (*item "E" attachments*). The archived video of the Planning Commission meeting is available at: https://www.youtube.com/live/II-SW5Rz0FU?si=sc_NqAGhdZ6hBTRc&t=2769

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:

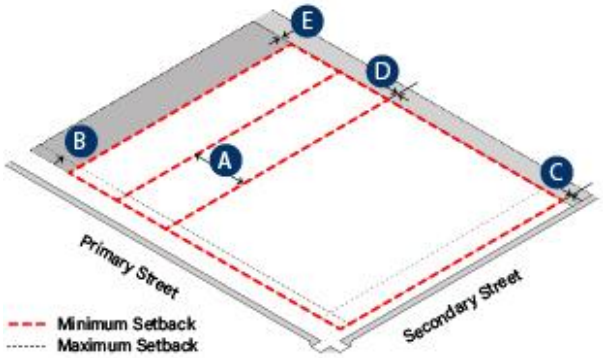
***Table 3.1:* Zoning Sub-Districts Established**	
District	**Name**
T-6	T-6: Mixed-Use High Intensity Transect
T-5.2	T-5.2: Mixed Use Medium Intensity Transect
T-5.1	T-5;1: Mixed Use Medium Intensity Transect
T-4	T-4: Mixed Use Low Intensity Transect
T-3	T-3: Low Density Residential Transect
Municipal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

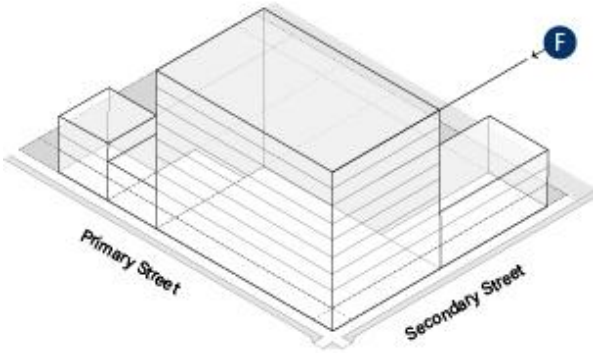
I. Section 3. Zoning Sub-Districts, paragraph **A** is hereby amended to add a new subsection **5** so that it now reads in its entirety as follows:

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	●	

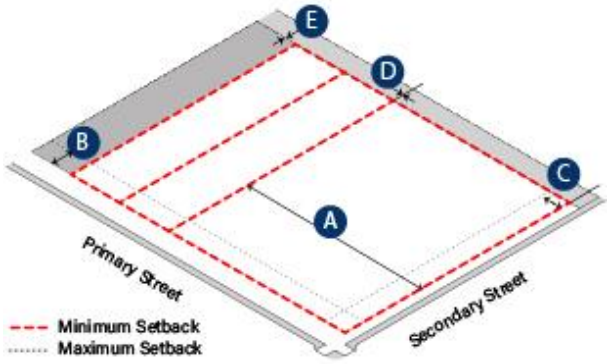
Transparency	Minimum Required Transparency	Location
Ground floor commercial uses	30%	Between two (2) and twelve (12) feet above the abutting sidewalk
All other building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

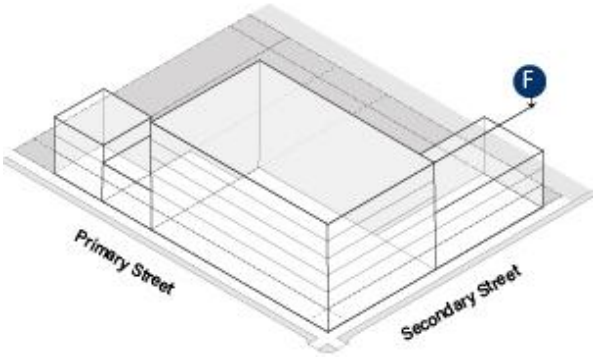
[1] The maximum height of outbuildings shall not exceed the height of the principal building.
[2] The setback may match the setback of an adjacent building along the same street frontage.
[3] The maximum setback may be increased by 12 feet along Government Street.
[4] See additional exceptions for parking 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.

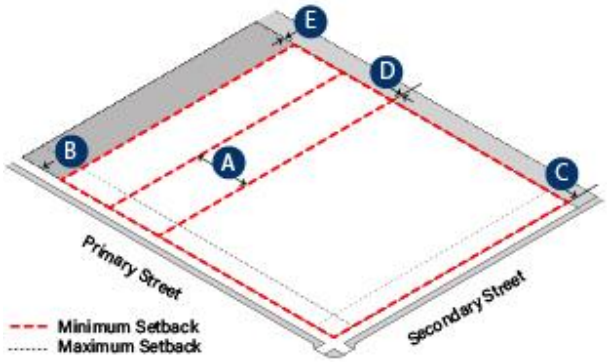
M. Section 3. Zoning Sub-Districts, paragraph **B.4.(a)** is hereby amended so that it now reads in its entirety as follows:

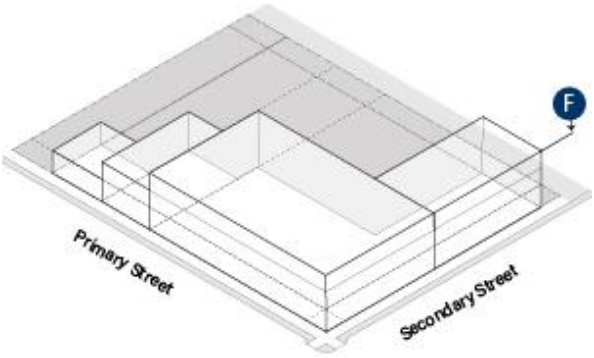
(a) Generally

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

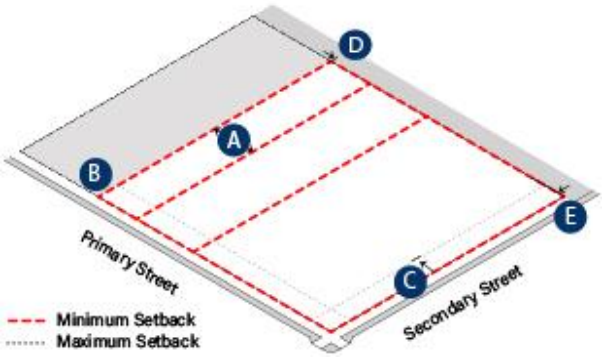
[1] The maximum height of outbuildings shall not exceed the height of the principal building.

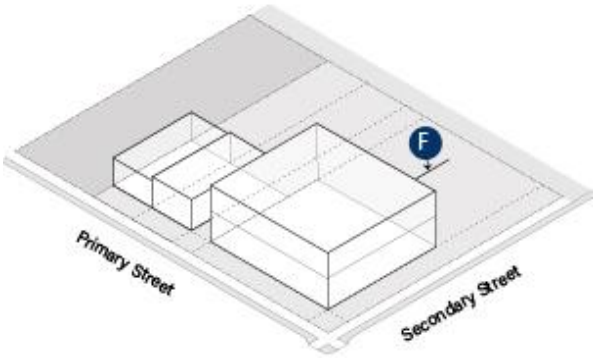
[2] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

[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	●

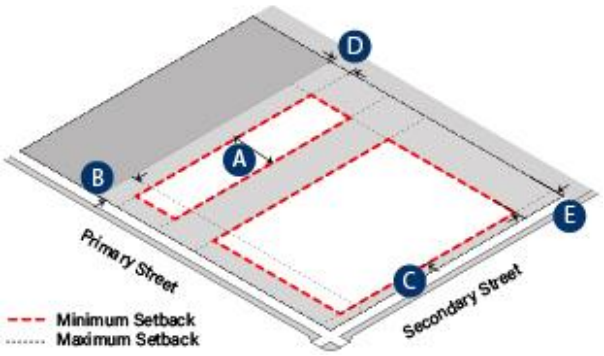
Transparency	Minimum Required Transparency	Location
All building facades facing the street	20%	Per floor
Shopfronts – Ground Floor	50%	Calculated separately for each frontage

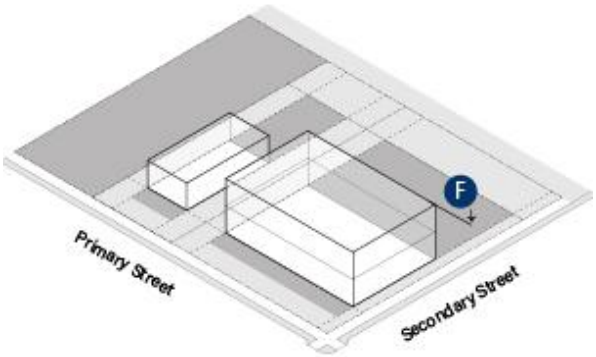
[1] The maximum height of outbuildings *is two stories*.

[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

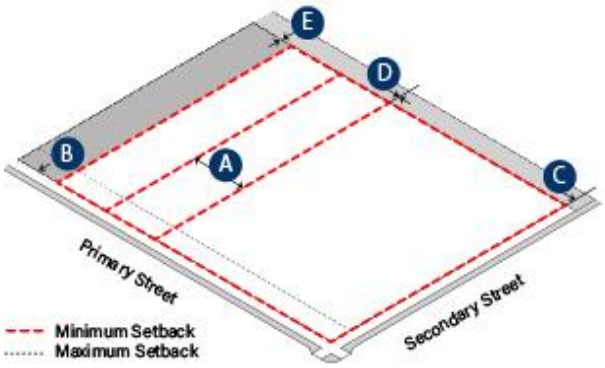
[1] The setback may match the setback of an adjacent building along the same street frontage, and the maximum primary frontage setback may extend an additional 12 feet along Government St.

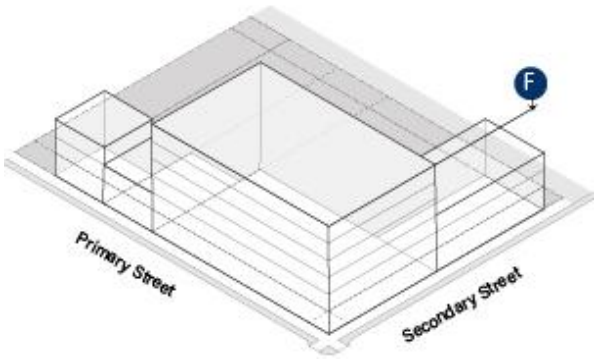
[2] The maximum height of outbuildings is two stories.

[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:

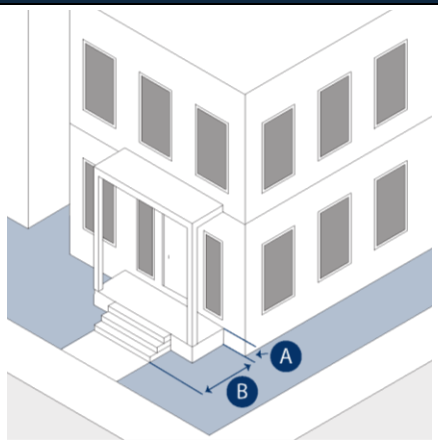
Table 6.7: Additions to Existing Buildings in Municipal and Open Sub-Districts	
Standard	**Value**
Finished floor elevation	Match existing structure, up to 30 inches above average grade along the front property line, or as required to meet minimum flood elevation requirements.
Front yard terrace	Raised 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

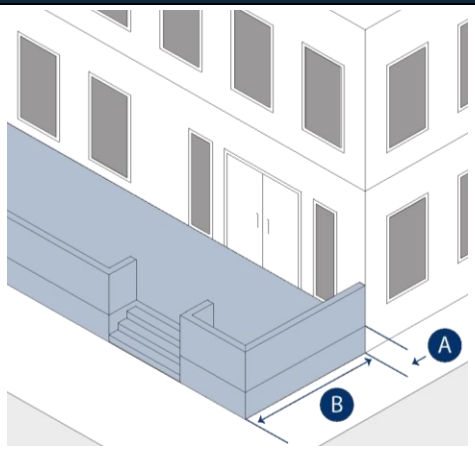
JJ. Section 6. Frontage Standards, paragraph **F.2.**, **Table 6.9** is hereby amended so that it now reads in its entirety as follows:

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

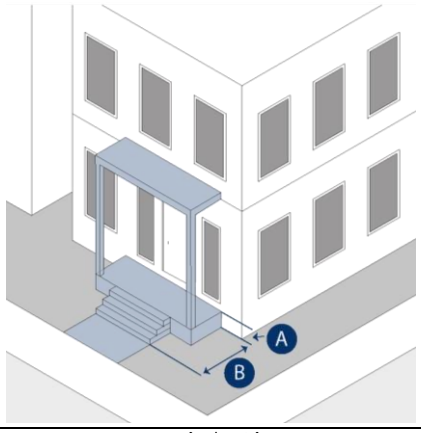
KK. Section 6. Frontage Standards, paragraph **G.2.**, **Table 6.10** is hereby amended so that it now reads in its entirety as follows:

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)	Ⓐ			●	●	●			●	20 in | 36 in (measured from average grade at property line)
							●	●		As required to comply with flood elevation requirements
Terrace standards										
Elevation (min | max)	Ⓐ			●	●	●	●	●	●	20 in | 36 in
Required encroachment				●	●	●	●	●	●	100 percent of width of façade, at primary frontage, except where driveways are permitted
Depth (max)	Ⓑ			●	●	●	●	●	●	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

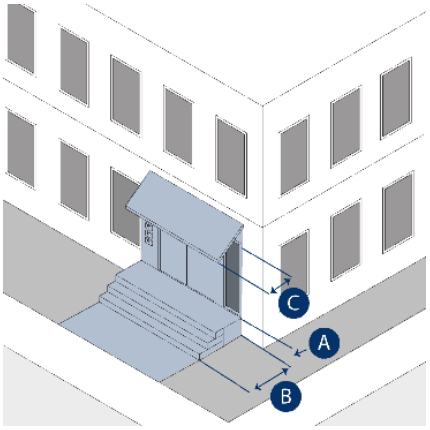
LL. Section 6. Frontage Standards, paragraph **H.2.**, **Table 6.11** is hereby amended so that it now reads in its entirety as follows:

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

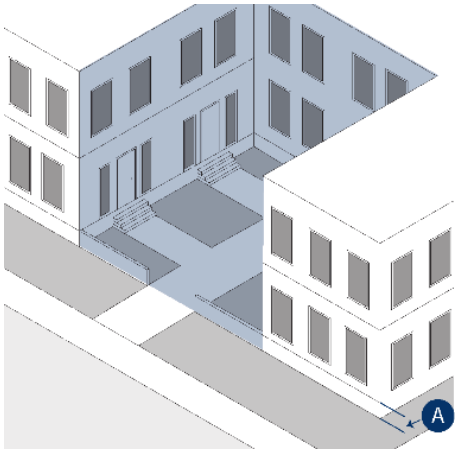
MM. Section 6. Frontage Standards, paragraph **I.2.**, **Table 6.12** is hereby amended so that it now reads in its entirety as follows:

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

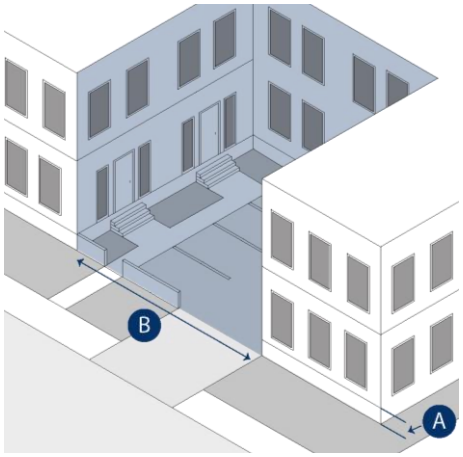
NN. **Section 6. Frontage Standards**, paragraph **J.2.**, **Table 6.13** is hereby amended so that it now reads in its entirety as follows:

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)		Ⓐ	●	●					●	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

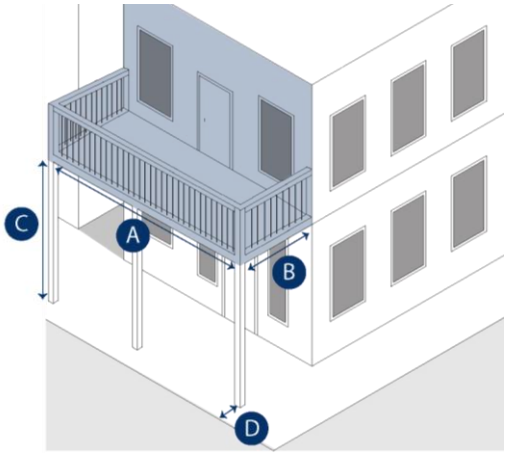
PP. **Section 6. Frontage Standards**, paragraph **L.2.** is hereby amended so that it now reads in its entirety as follows:

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.*

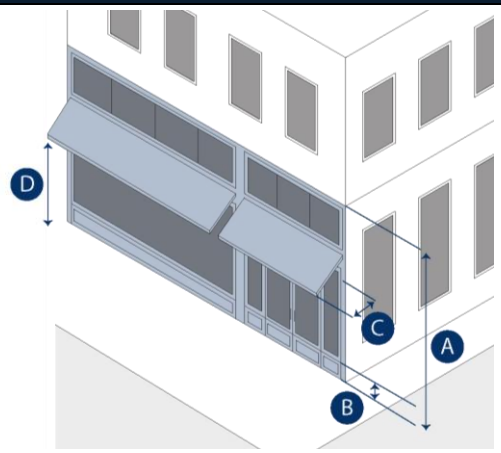
QQ. Section 6. Frontage Standards, paragraph **L.2.**, **Table 6.15** is hereby amended so that it now reads in its entirety as follows:

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 **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 **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 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

The sum charged for these publications was $79.17 per week for 3.00 consecutive weeks, a total cost of $237.51.

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 8th day of April, 2026.

Notary Public _____

My Commission Expires 2/10/2027

Ad ID 82382
EMAIL PAPER COPY
victoria.burch@cityofmobile.gov

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

Contents

Section 1.	General Provisions	1
Section 2.	Administrative Procedures	2
Section 3.	Zoning Sub-Districts	10
Section 4.	Use Regulations	28
Section 5.	Development Standards	31
Section 6.	Frontage Standards	43
Section 7.	Building Design and Material Standards	67
Section 8.	Nonconformities	71
Section 9.	Definitions and Rules of Construction	73

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

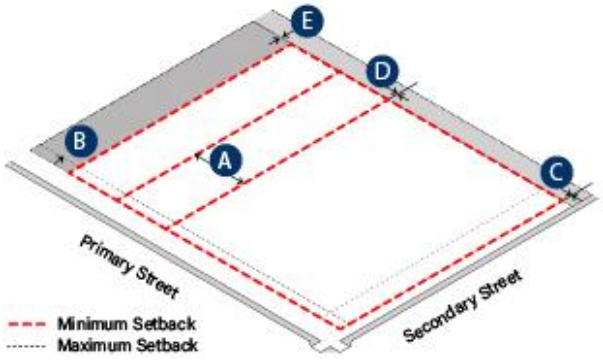
(e) *Dimensional and Intensity Standards*

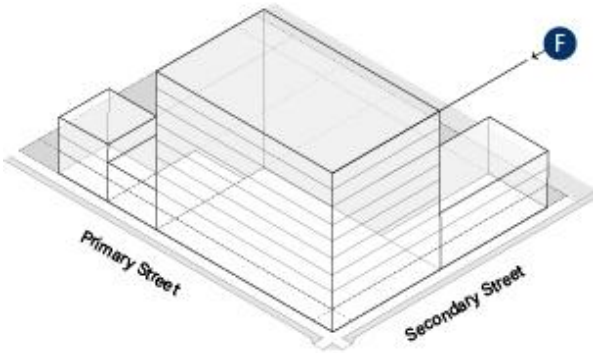
See Table 3.2: T-6 Dimensional and Intensity Standards.

(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

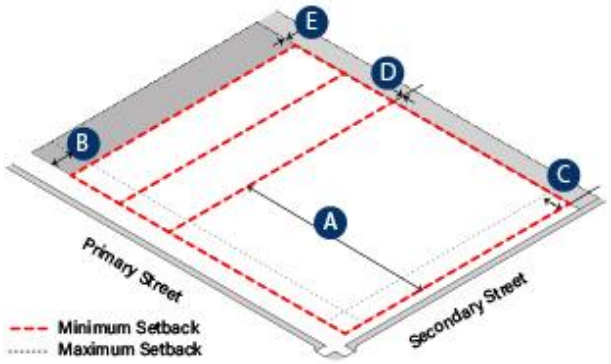
(d) *Permitted Uses*

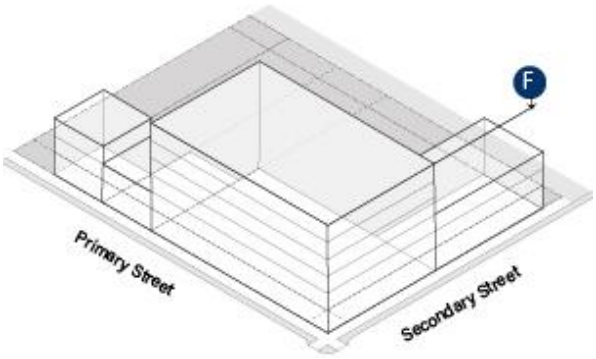
See Table 4.1: Use Table, in Section 4, Use Regulations

(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

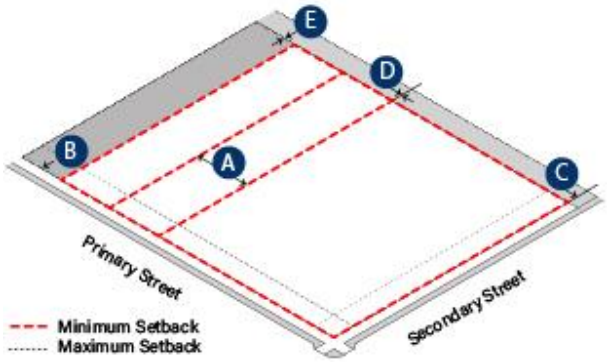
(d) *Permitted Uses*

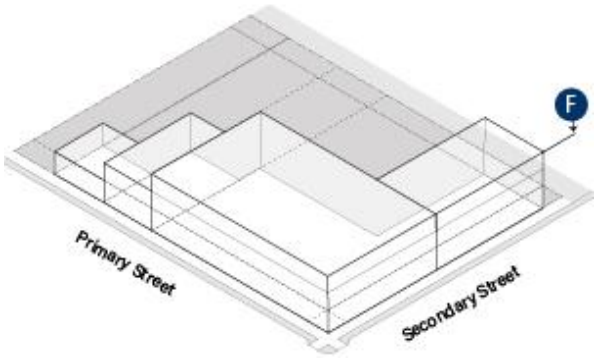
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

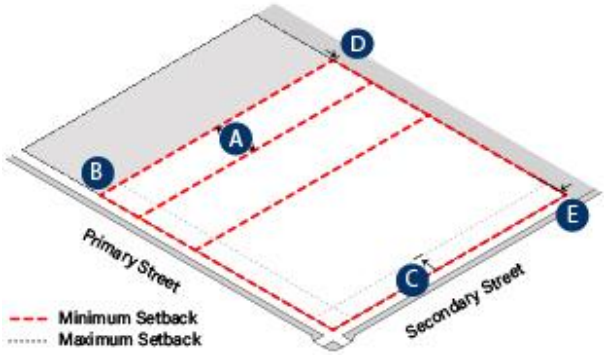
(d) *Permitted Uses*

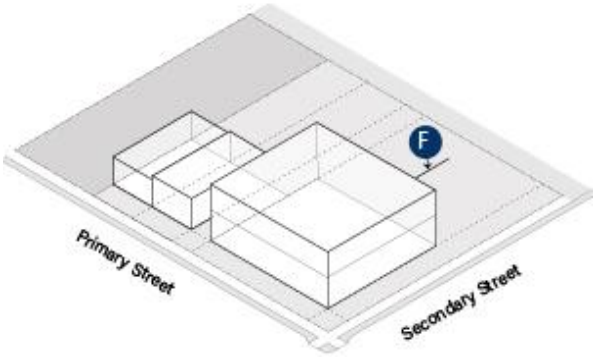
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

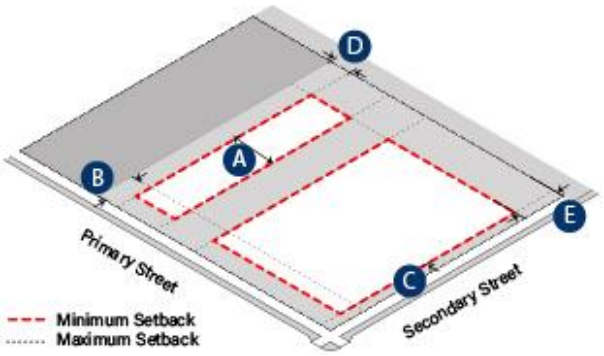
(d) *Permitted Uses*

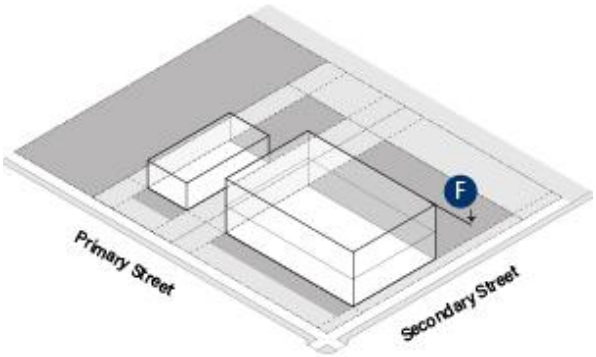
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

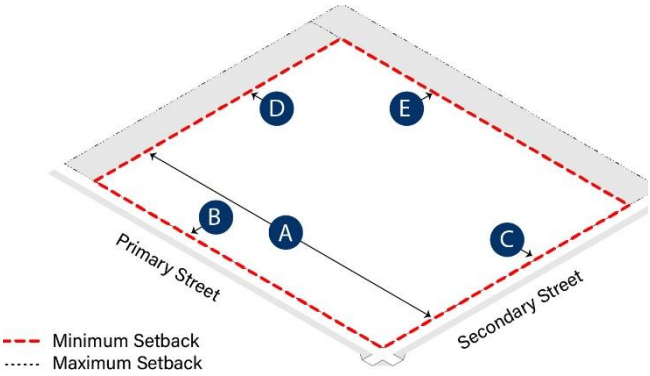
(d) *Permitted Uses*

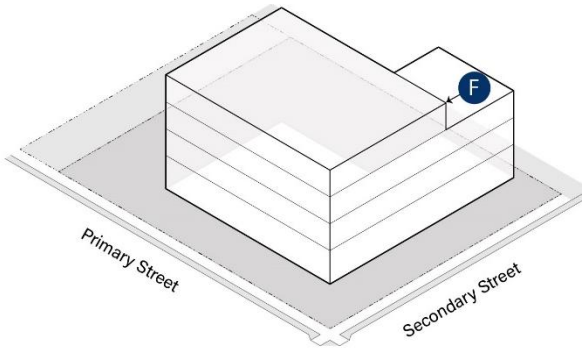
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

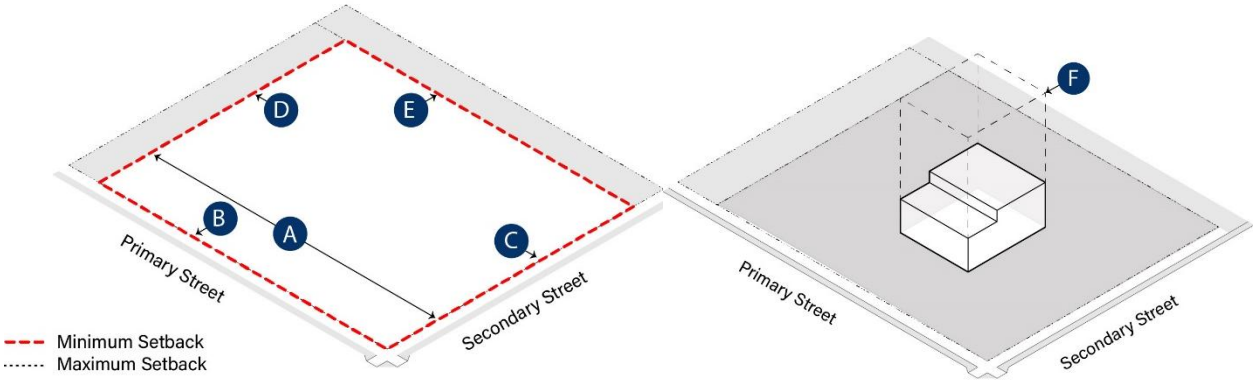
(d) *Permitted Uses*

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

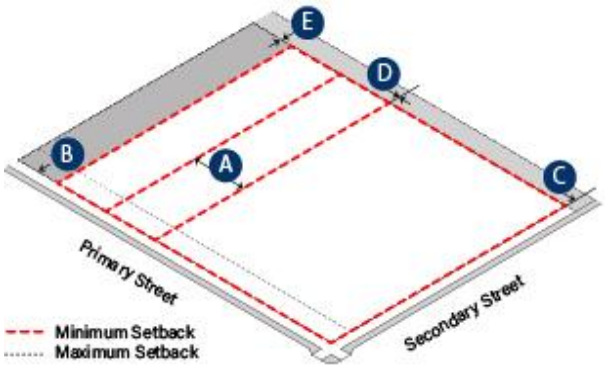
(d) *Permitted Uses*

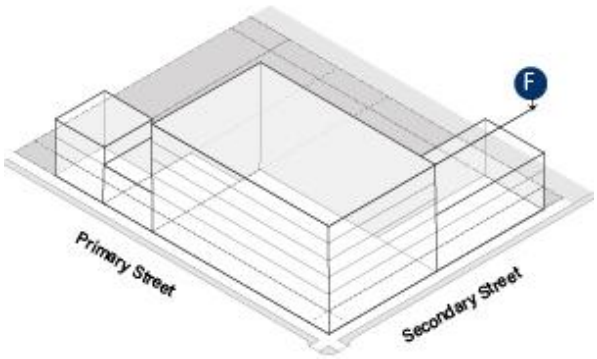
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

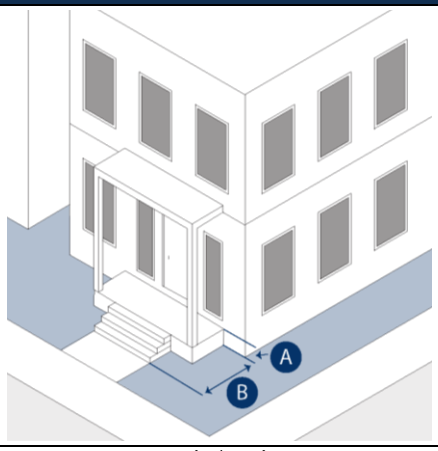
1. *General Characteristics*

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

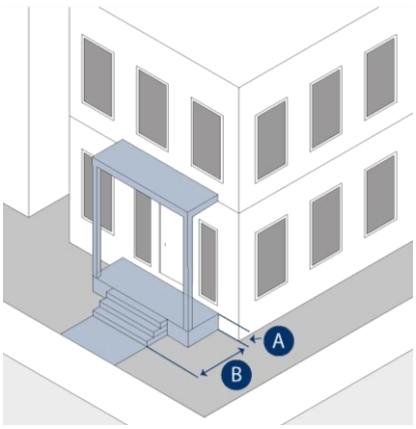
1. *General Characteristics*

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*

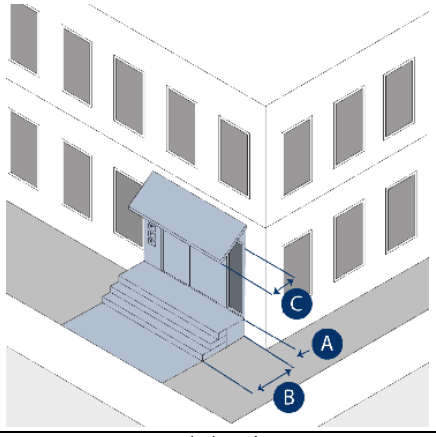
In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

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:

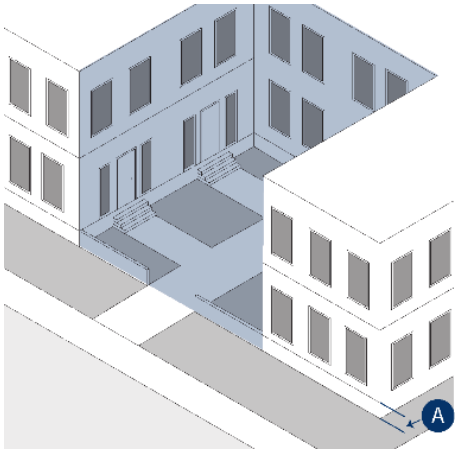
(a) A gallery frontage (see subsection L below), except within the entry courtyard; and

(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

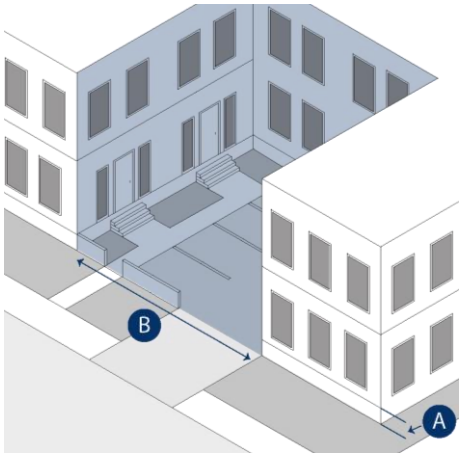
1. *General Characteristics*

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

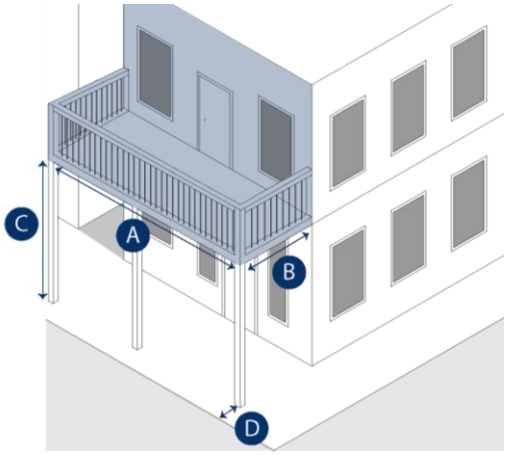
1. *General Characteristics*

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.

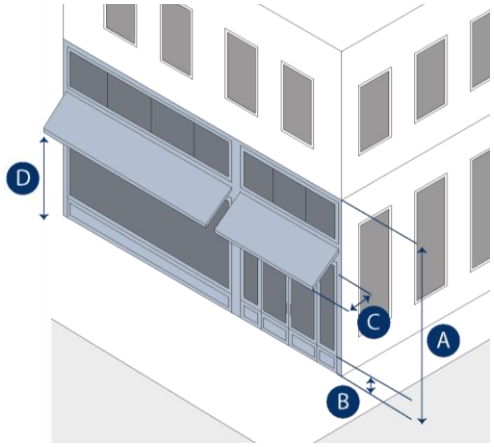


Figure 6.1: Shopfront Design Illustration

	*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

Section 1.	General Provisions	1
Section 2.	Administrative Procedures	2
Section 3.	Zoning Sub-Districts	10
Section 4.	Use Regulations	28
Section 5.	Development Standards	31
Section 6.	Frontage Standards	43
Section 7.	Building Design and Material Standards	67
Section 8.	Nonconformities	71
Section 9.	Definitions and Rules of Construction	73

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.

Deleted: o

Deleted: o

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.

Deleted: .

(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

Deleted: 64-15-

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

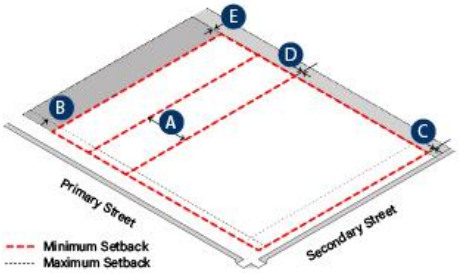
(e) *Dimensional and Intensity Standards*

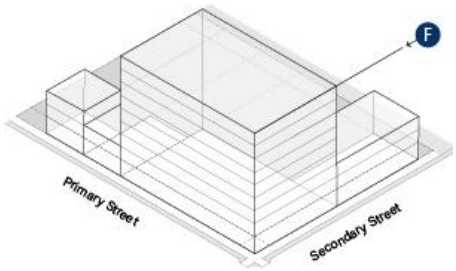
See Table 3.2: T-6 Dimensional and Intensity Standards.

(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.

Deleted: <*object*>

Deleted: [1]

Deleted: [3]

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*

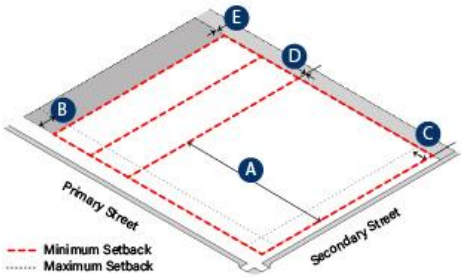
See Table 4.1: Use Table, in Section 4, Use Regulations

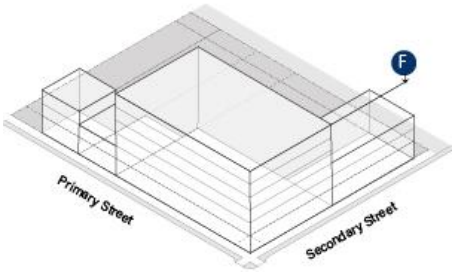
(e) *Dimensional and Intensity Standards*

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

Deleted: <#>*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 3.3: 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.

Deleted: 3

Deleted: 2

Deleted: 2

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.

Deleted: 2

(b) *FLUM Applicability*

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

(c) *Overlay Applicability*

Not applicable

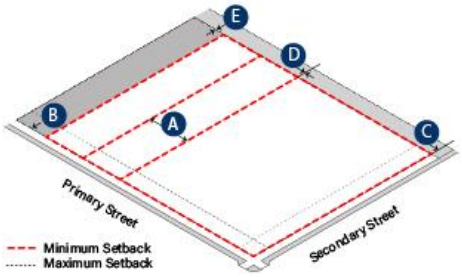
(d) *Permitted Uses*

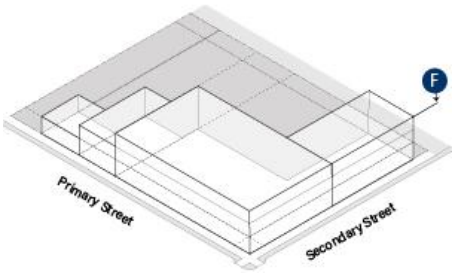
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

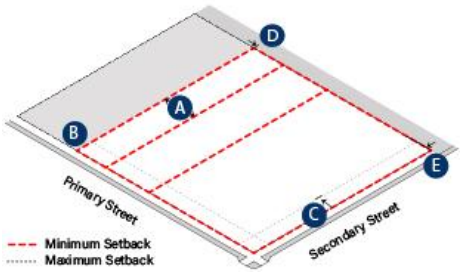
(d) *Permitted Uses*

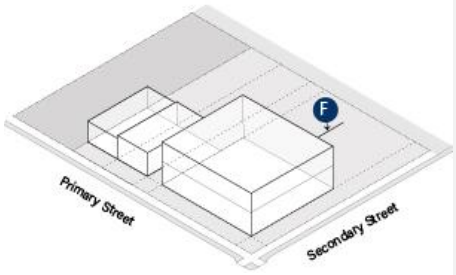
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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.

Deleted: 1

Deleted: 1

Deleted: shall not exceed the height of the principal building...

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

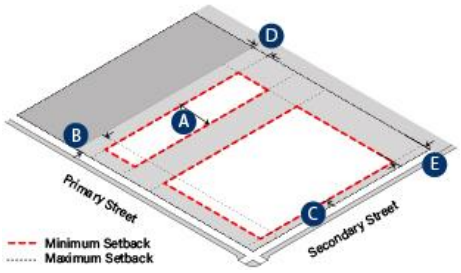
(d) *Permitted Uses*

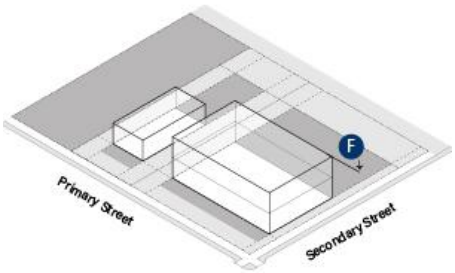
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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.

Deleted: 1

Deleted: 1

Deleted: 2

Deleted: 2]

Deleted: 1] [2

Deleted: 1

Deleted: [1] The maximum height of outbuildings shall not exceed the height of the principal building.¶ [2...

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

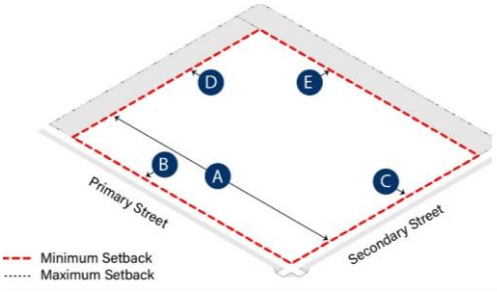
(d) *Permitted Uses*

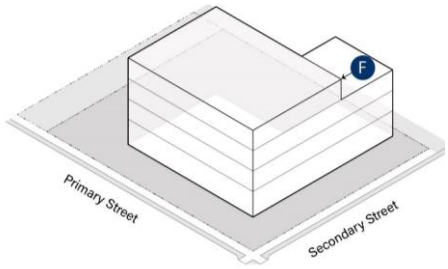
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

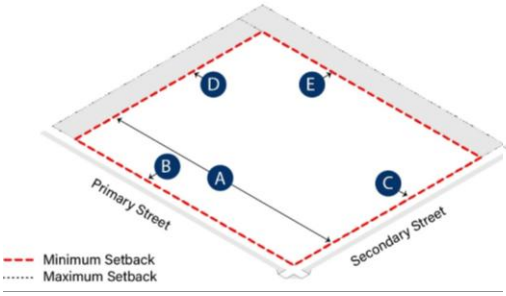
(d) *Permitted Uses*

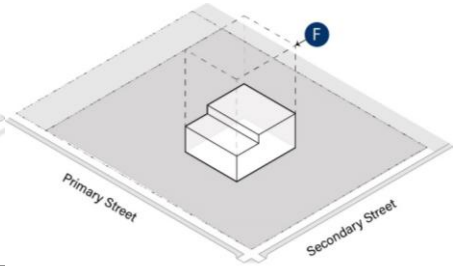
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

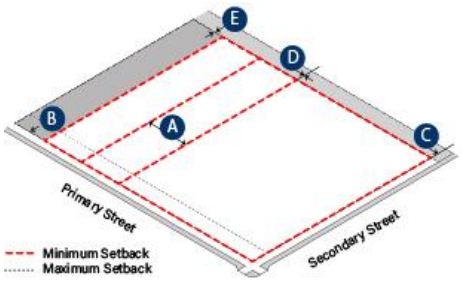
(d) *Permitted Uses*

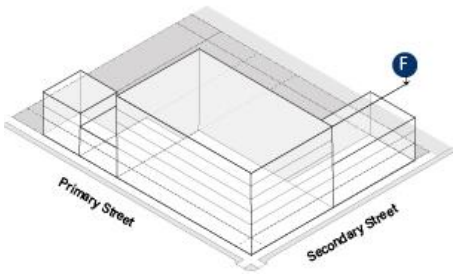
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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.

Deleted: where available

(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.

Deleted: parking

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.

Deleted: lo

Deleted: parking

(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*

Deleted: *e*

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:

Deleted: e

(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.

Deleted: that appears to be iron.

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

Deleted: business

Deleted: T-

Deleted: [1]

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							

Deleted: [1]

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

Deleted: oh

Deleted: bi

(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

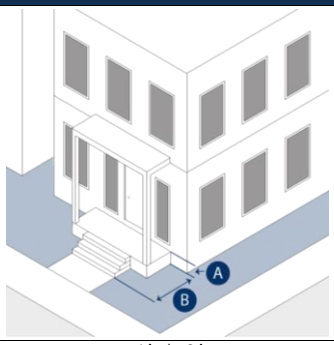
1. *General Characteristics*

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

Deleted: Wood

Deleted: or

Deleted: ,

Deleted: ,

Deleted: , aluminum that appears to be iron

G. Terrace Frontage Type

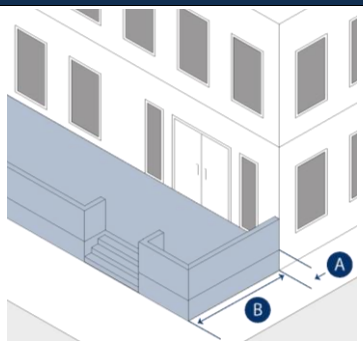
1. *General Characteristics*

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

Deleted: Fences

Deleted: Iron

Deleted: ,

Deleted: that appears to be iron

Deleted: B

Deleted: ,

Deleted: Fence and wall materials

Deleted: Fences and Walls

H. Stoop Frontage Type

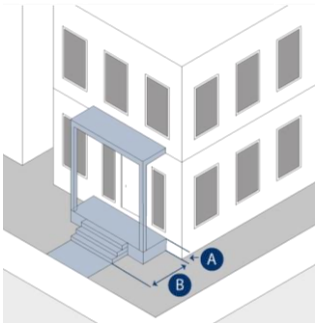
1. *General Characteristics*

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*

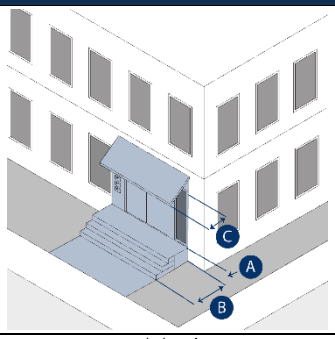
In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

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



Deleted: 36

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:

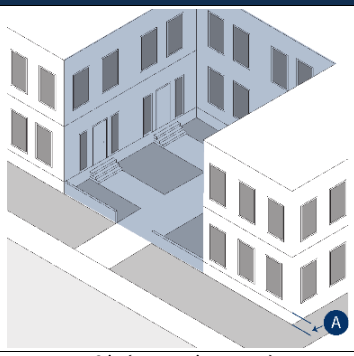
(a) A gallery frontage (see subsection L below), except within the entry courtyard; and

(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

Deleted:
May extend 12 feet across vehicular forecourt frontages or 30 feet when installed as a porte-cochere

Deleted: Frontage ...

K. Vehicular Forecourt Frontage Type

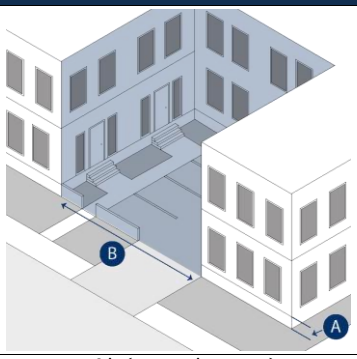
1. *General Characteristics*

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

Deleted: ¶

L. Gallery Frontage Type

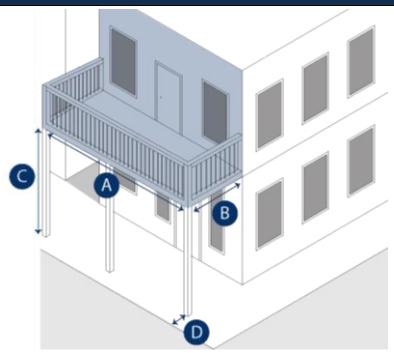
1. *General Characteristics*

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

Deleted: Fences and Walls

M. Shopfront Frontage Type

1. *General Characteristics*

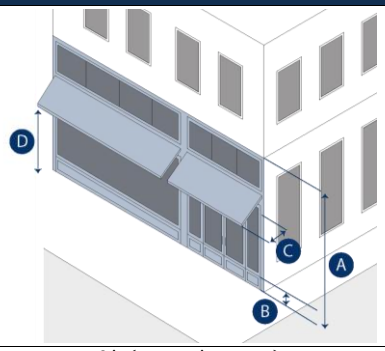
(a) In the shopfront frontage type, the building facade at the ground floor is substantially glazed to provide visibility into interior spaces. Shopfronts may include display cases that project forward and recessed entries.

(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.

Commented [GG1]: Definte terms

Deleted: FIGURE A-10.a)

Deleted: Gallery, materials

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.

Deleted: or

Deleted: .

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

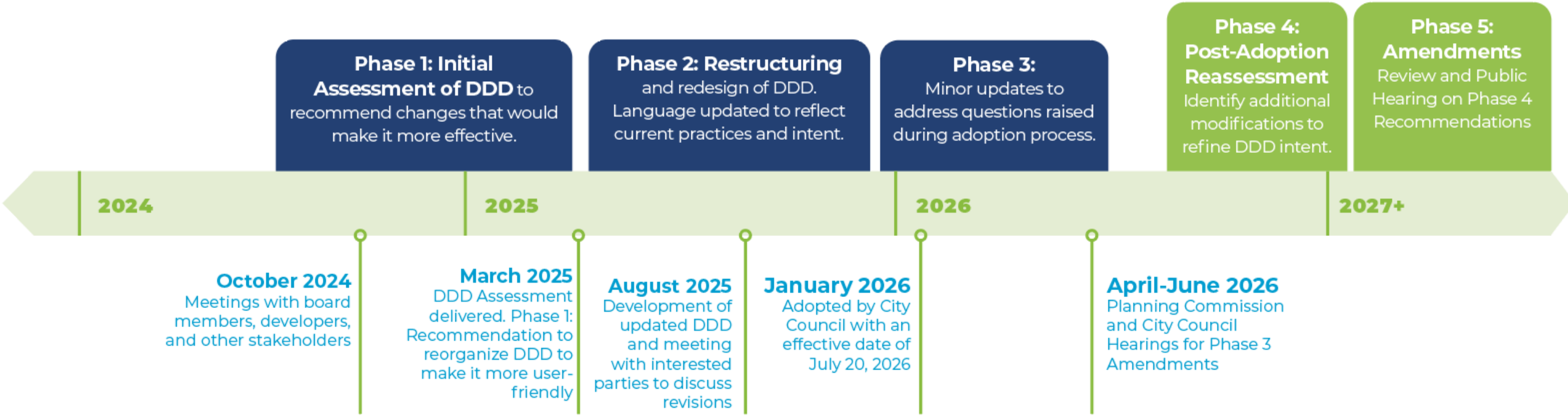
Motion to approve by Jay Stubbs. Second by Matt Anderson. Approved.

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

Section 1.	General Provisions	1
Section 2.	Administrative Procedures	2
Section 3.	Zoning Sub-Districts	10
Section 4.	Use Regulations	28
Section 5.	Development Standards	31
Section 6.	Frontage Standards	43
Section 7.	Building Design and Material Standards	67
Section 8.	Nonconformities	71
Section 9.	Definitions and Rules of Construction	73

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

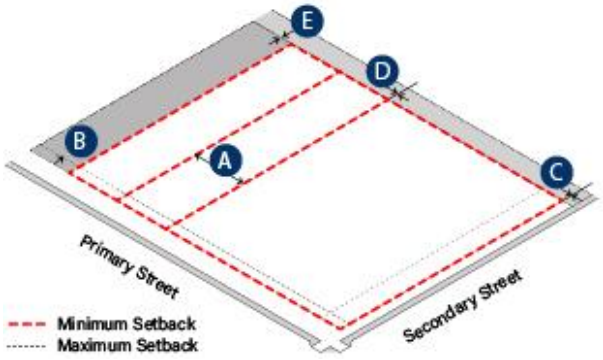
(e) *Dimensional and Intensity Standards*

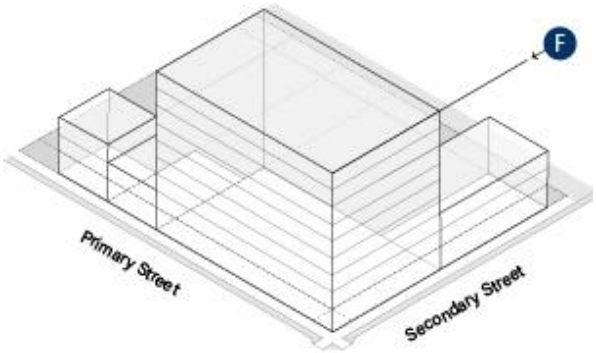
See Table 3.2: T-6 Dimensional and Intensity Standards.

(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

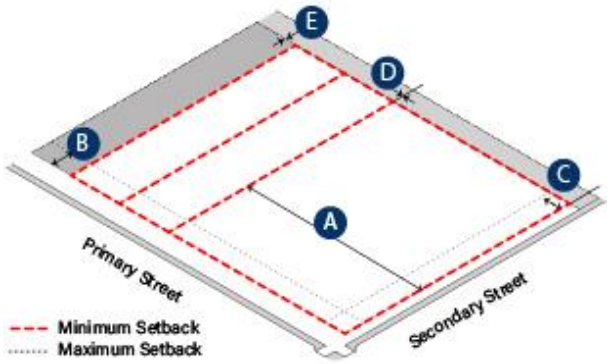
(d) *Permitted Uses*

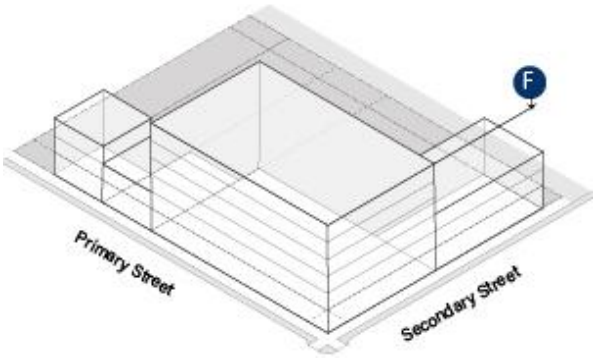
See Table 4.1: Use Table, in Section 4, Use Regulations

(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

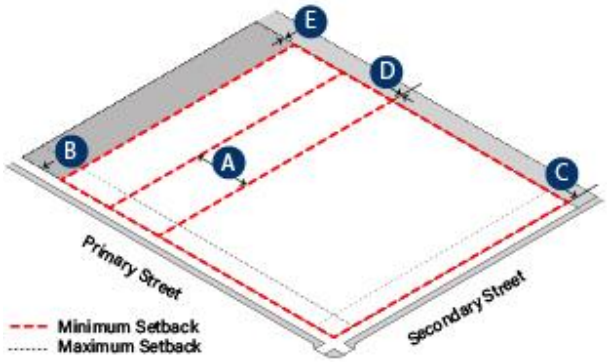
(d) *Permitted Uses*

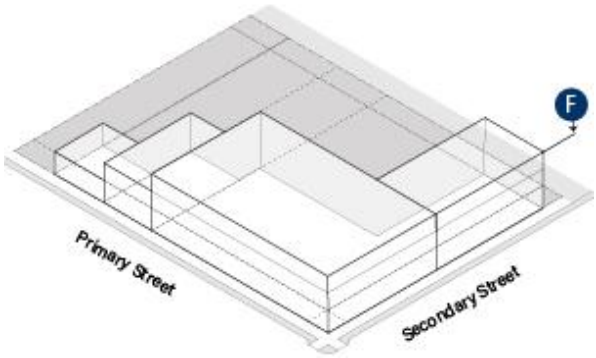
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

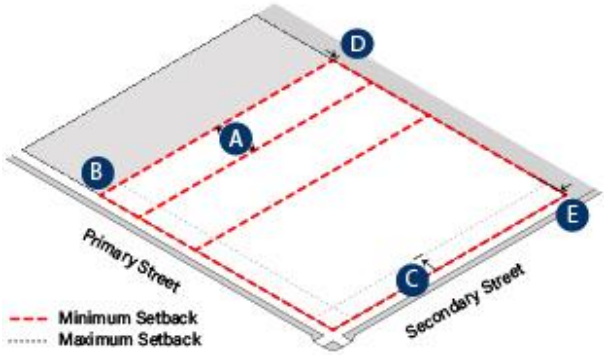
(d) *Permitted Uses*

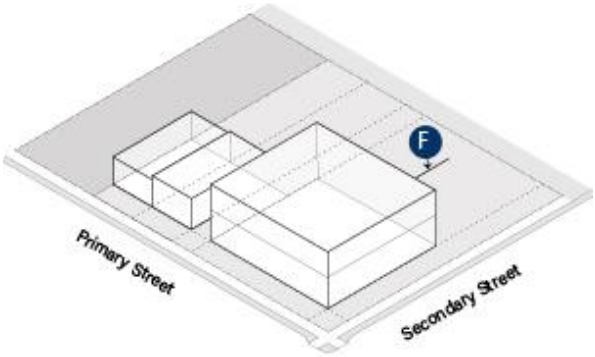
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

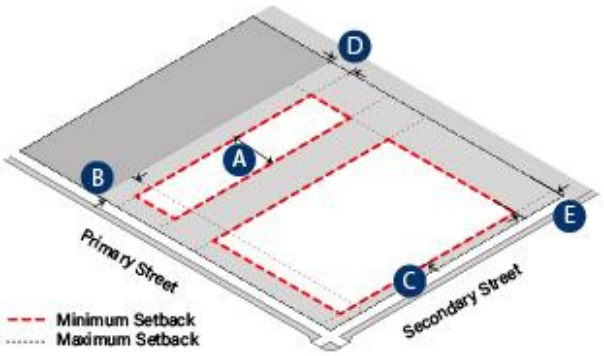
(d) *Permitted Uses*

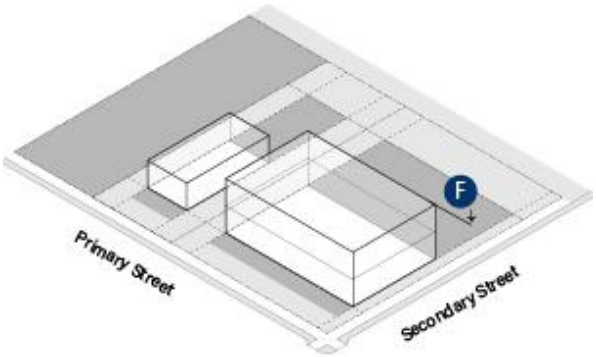
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

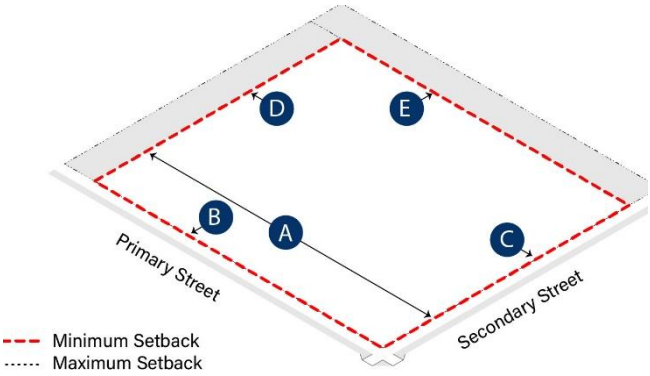
(d) *Permitted Uses*

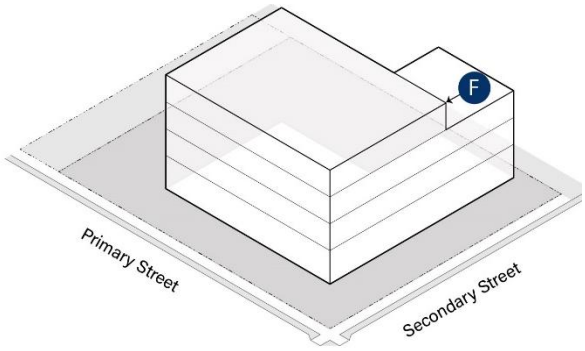
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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

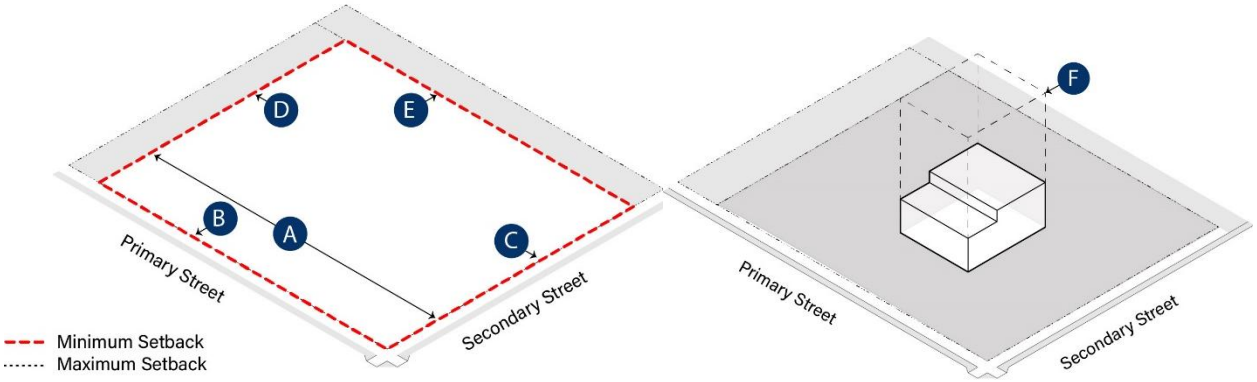
(d) *Permitted Uses*

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

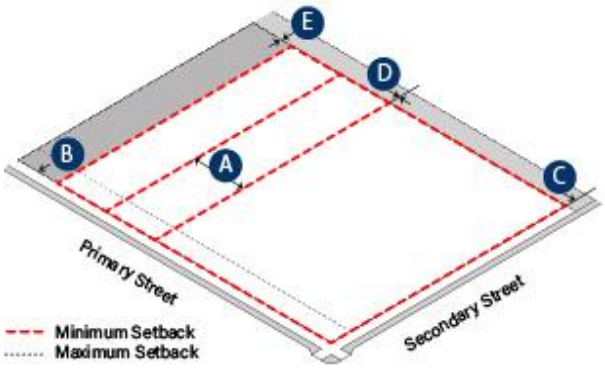
(d) *Permitted Uses*

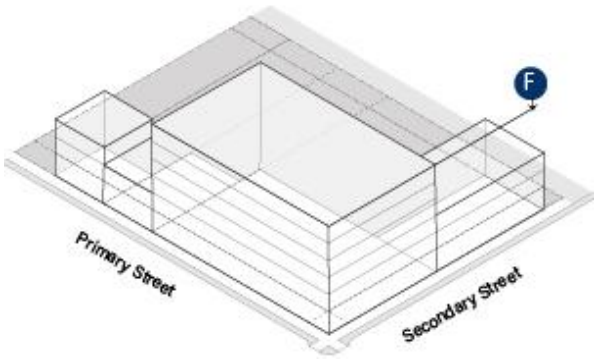
See Table 4.1: Use Table, in Section 4, Use Regulations.

(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*

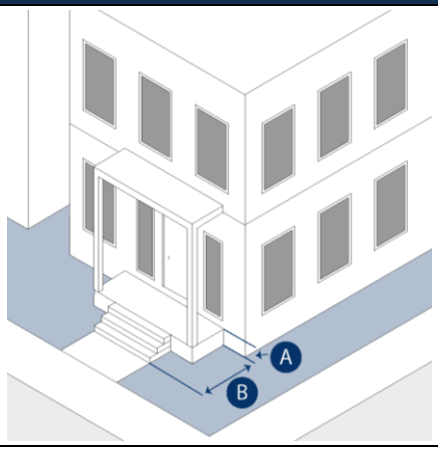
In the lawn frontage type, the façade is set back from the front property line with the first story elevated from the sidewalk for privacy and principal entry accessed by a porch or stoop.

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

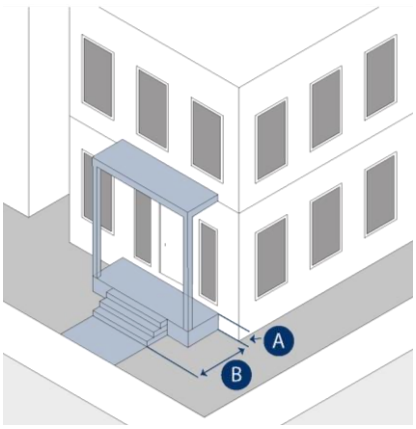
1. *General Characteristics*

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*

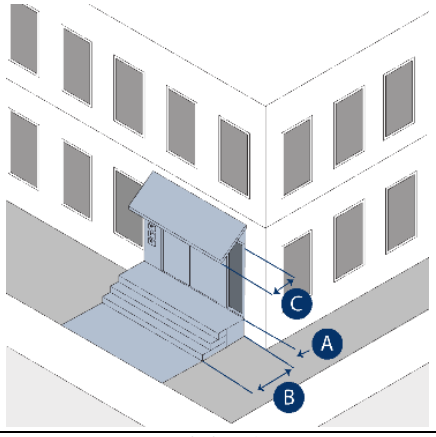
In the common entry frontage type, a single point of entry is provided for multiple units or uses in a single building. A common entry frontage may include all elements of a shopfront frontage (see subsection L below) at the level of the sidewalk.

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

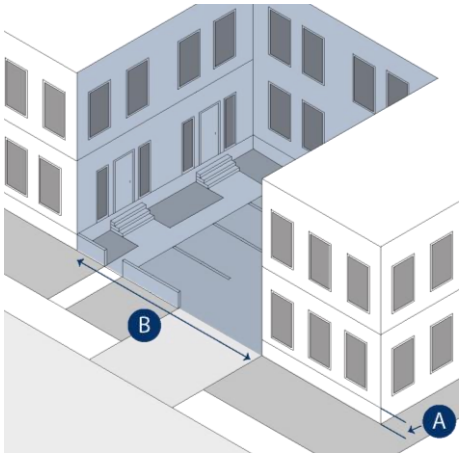
1. *General Characteristics*

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

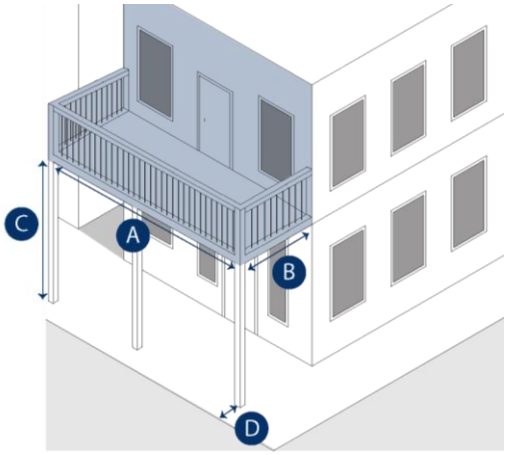
1. *General Characteristics*

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.

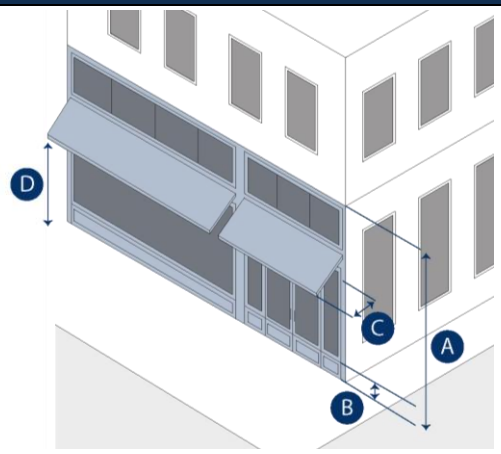


Figure 6.1: Shopfront Design Illustration

	*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.

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

---

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.

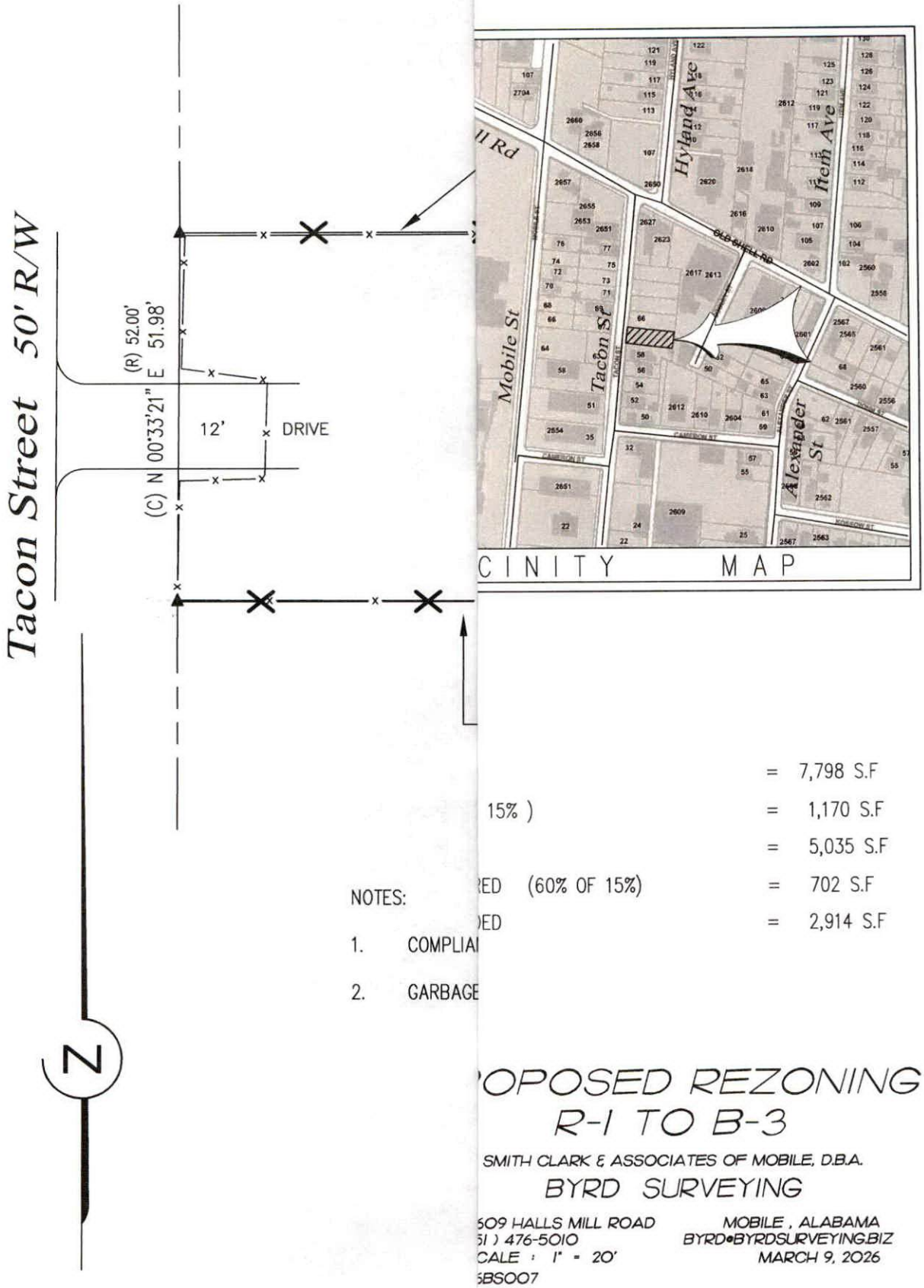
4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THERE IS ADEQUATE INFRASTRUCTURE FOR THE DEVELOPMENT.

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.

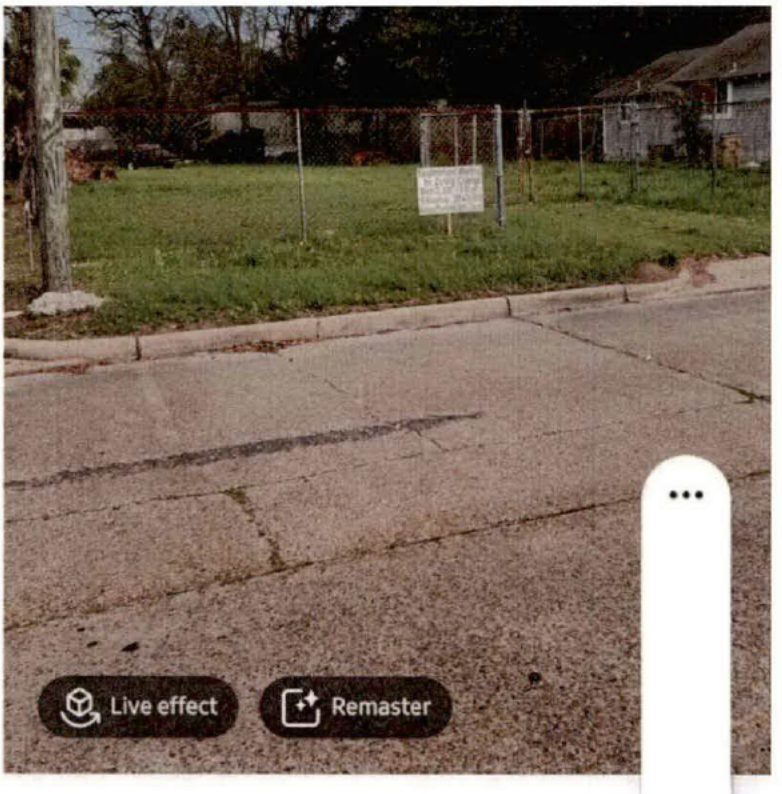
You are invited to attend a neighborhood meeting to further discuss the rezoning and we will answer any questions.

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 email [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

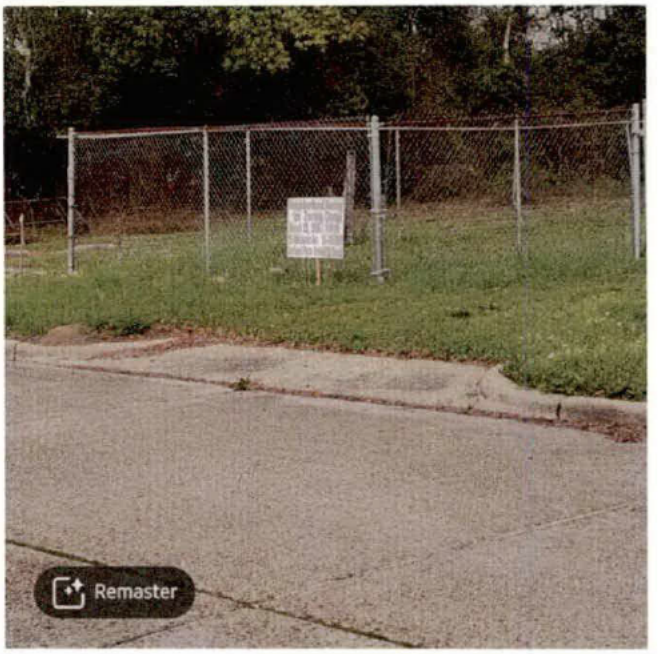
[redacted]

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)

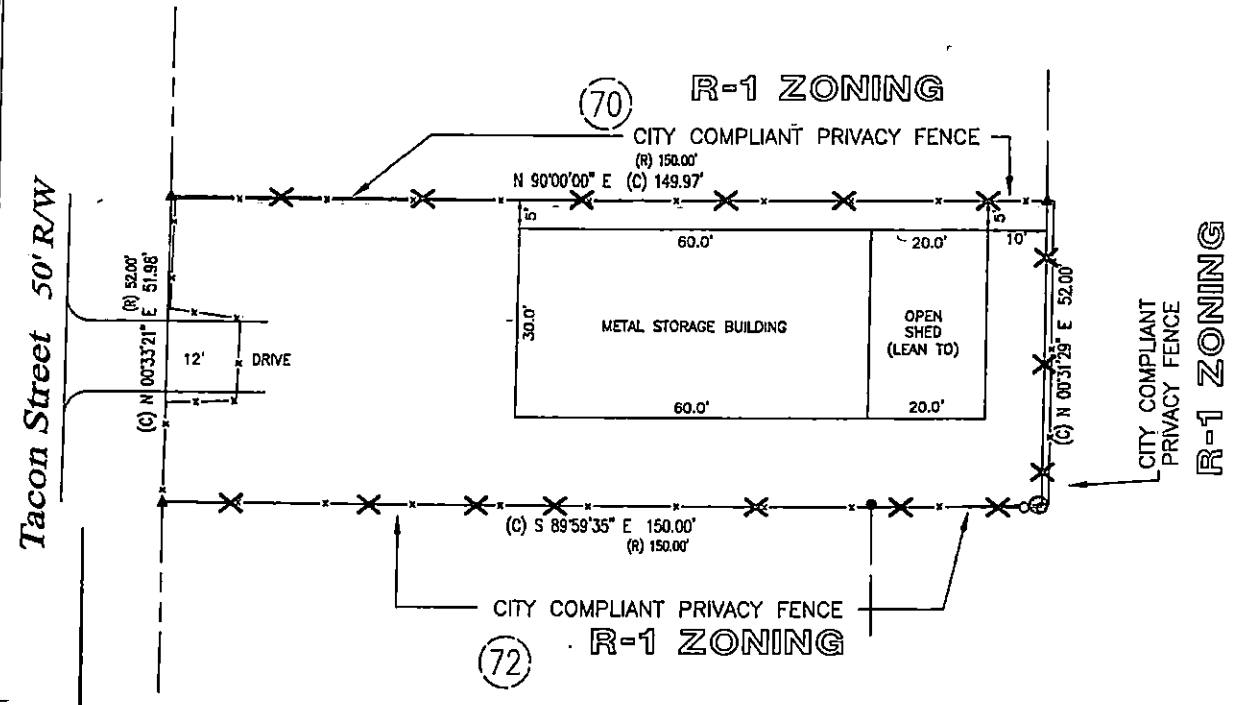
NOTHING ADDITIONAL

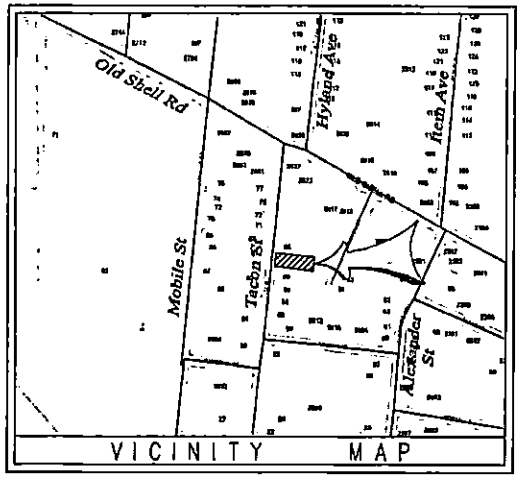
If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

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.

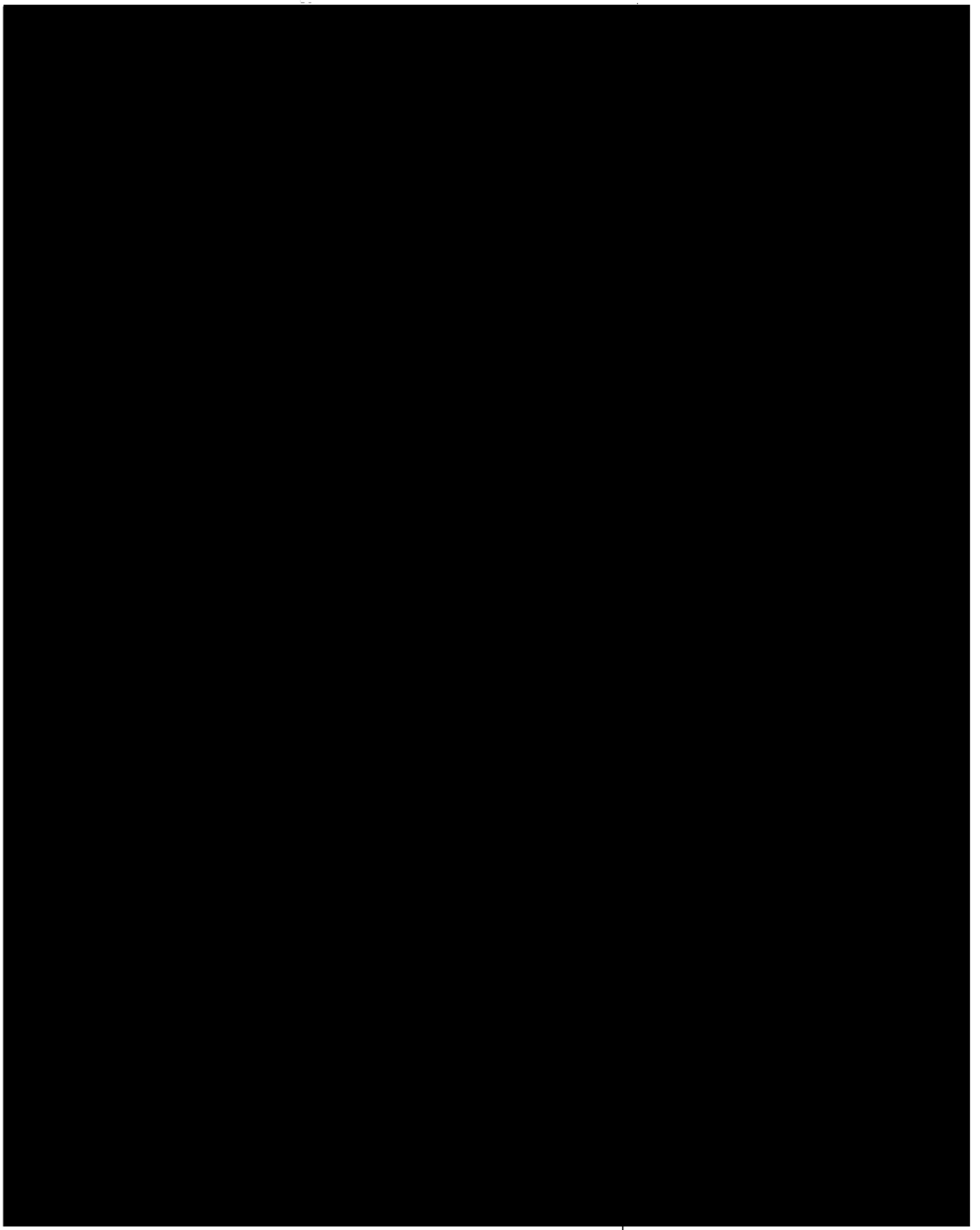
N

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.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.

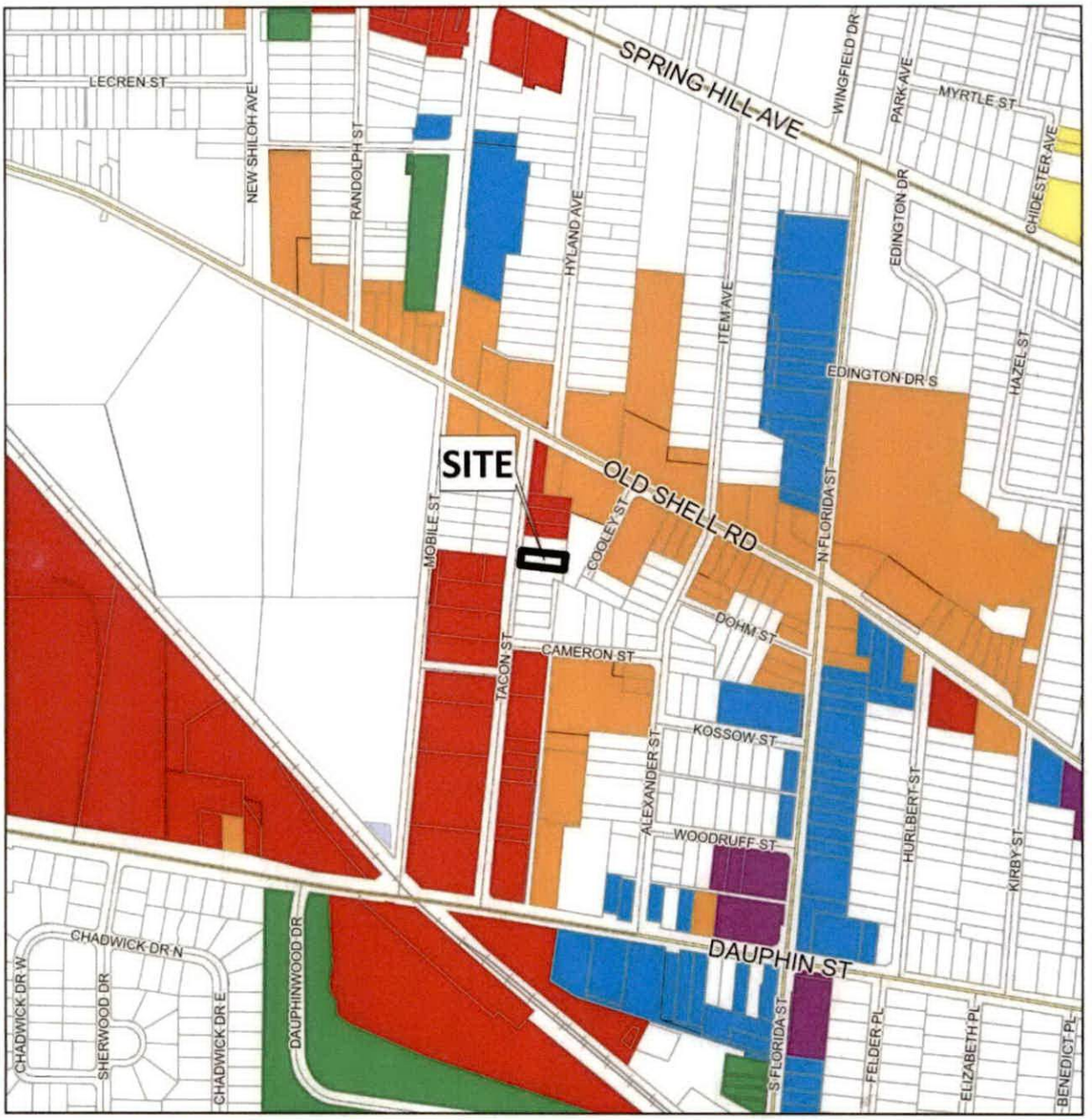
The applicant's responses to address the above criteria are available in the link on page one (1).

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

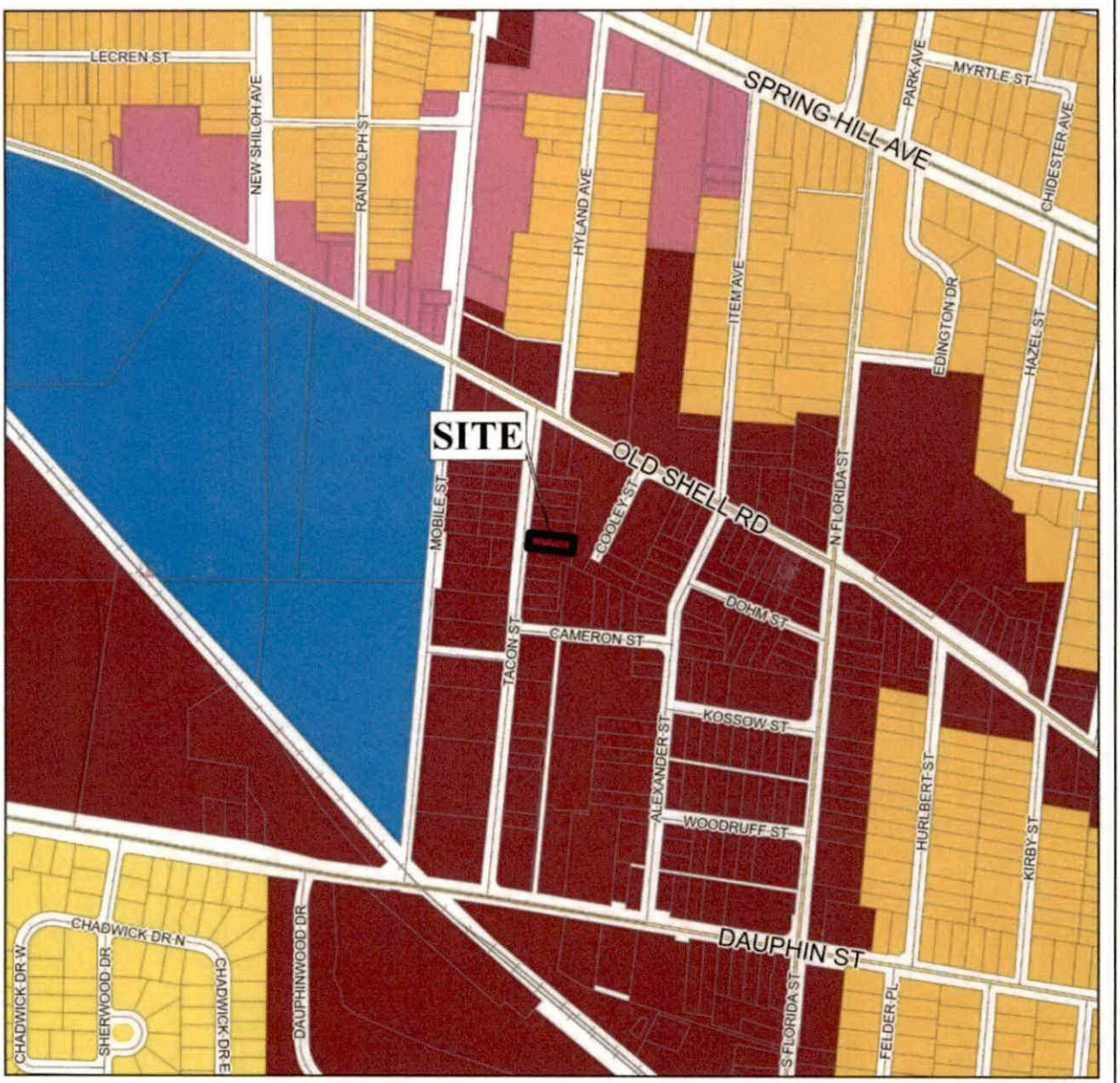
APPLICANT Christopher J. Hughes

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

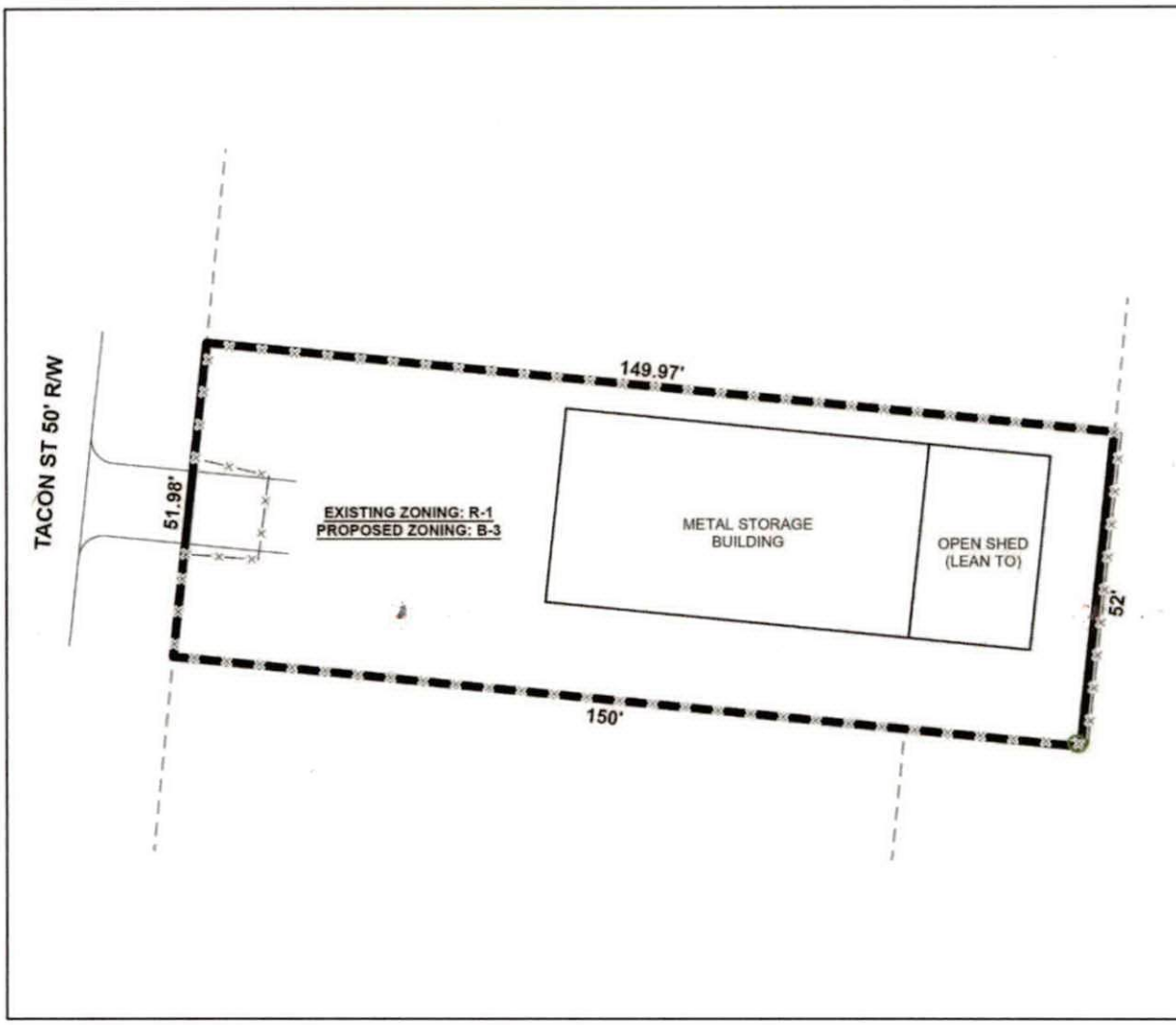
REQUEST Rezoning from R-1 to B-3

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.)







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

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 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:
Lana Pafenbach
Lana Pafenbach

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
INSURER B : Auto-Owners Insurance Co.	18988
INSURER C : The Sheffield Fund/ACE American Ins Co	22667
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Professional Fire Protection Services, LLC
PO Box 190249
Mobile, AL 36619

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



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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

CITY OF MOBILE

Subcontracting and Major Supplier Plan

		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
[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**
05/29/26 — **Date**

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 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:
Lana Pafenbach
Lana Pafenbach

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 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

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

© 2023 Sourcewell. All rights reserved.

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.

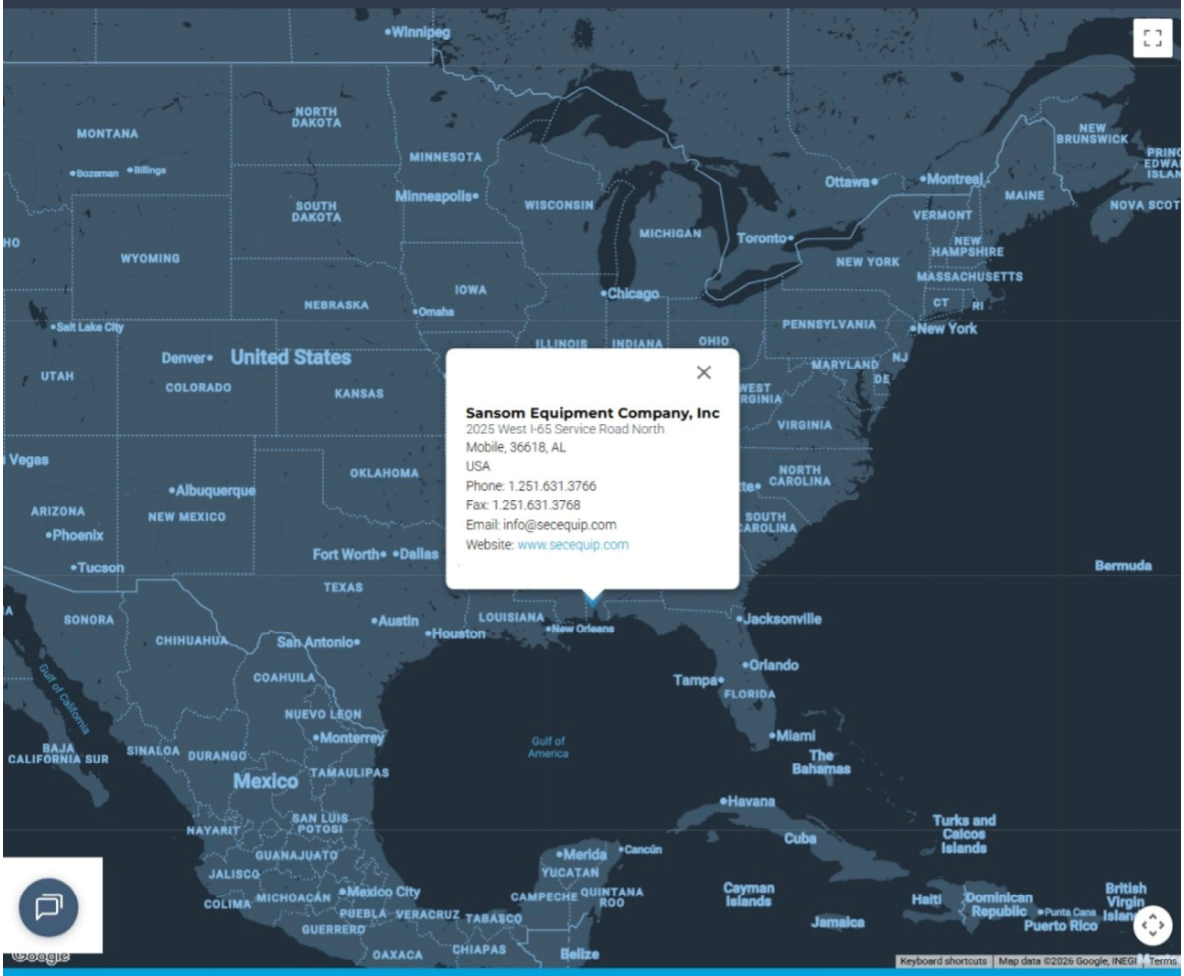
State: Alabama

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

Copyright © 2026 Vactor, LLC. All Rights Reserved.

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 16, 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:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $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 16, 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:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $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 16, 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:
Lana Pafenbach
Lana Pafenbach

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)

City Engineer

John Forrester (Print)

Attest:

Witness/Secretary

Jordan Stringfellow (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: _____

INDEX

DESCRIPTION	SHEET NUMBER
Amendment No. 1 Summary	3
Basic Services & Special Services Summary	3-5
Excluded Services	6
Summary of Engineering Fee Proposal	7
Basic Services Man-Hour & Cost Estimate	8-14
Special Services Man-Hour & Cost Estimate	15-18

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

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) 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** / 35	**Miles** / 28	**Rate** / $0.725	**Cost** / $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)

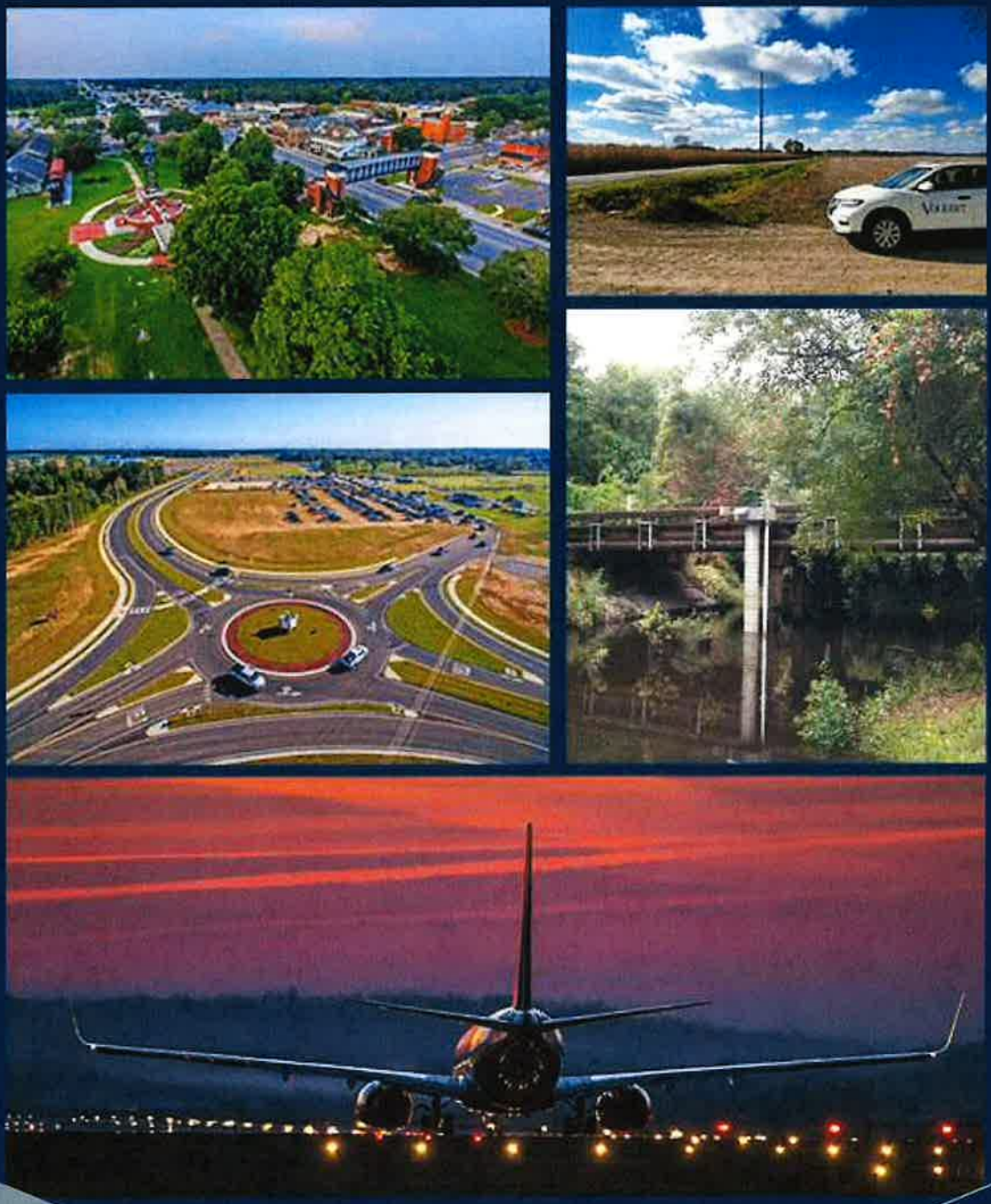
Task No.	MAN-HOUR CONSTRUCTION ENGINEERING & INSPECTION (CE&I) ESTIMATE DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING AND RESTRIPING) MOBILE ARENA ROADWAY IMPROVEMENTS				
2B	CE&I SERVICES - VOLKERT (Assumed 60 Working Days)	Constr. Proj. Mgr.	Senior Inspector	RPR 2	Admin. Asst.
2B.1	Conduct Pre-Construction 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

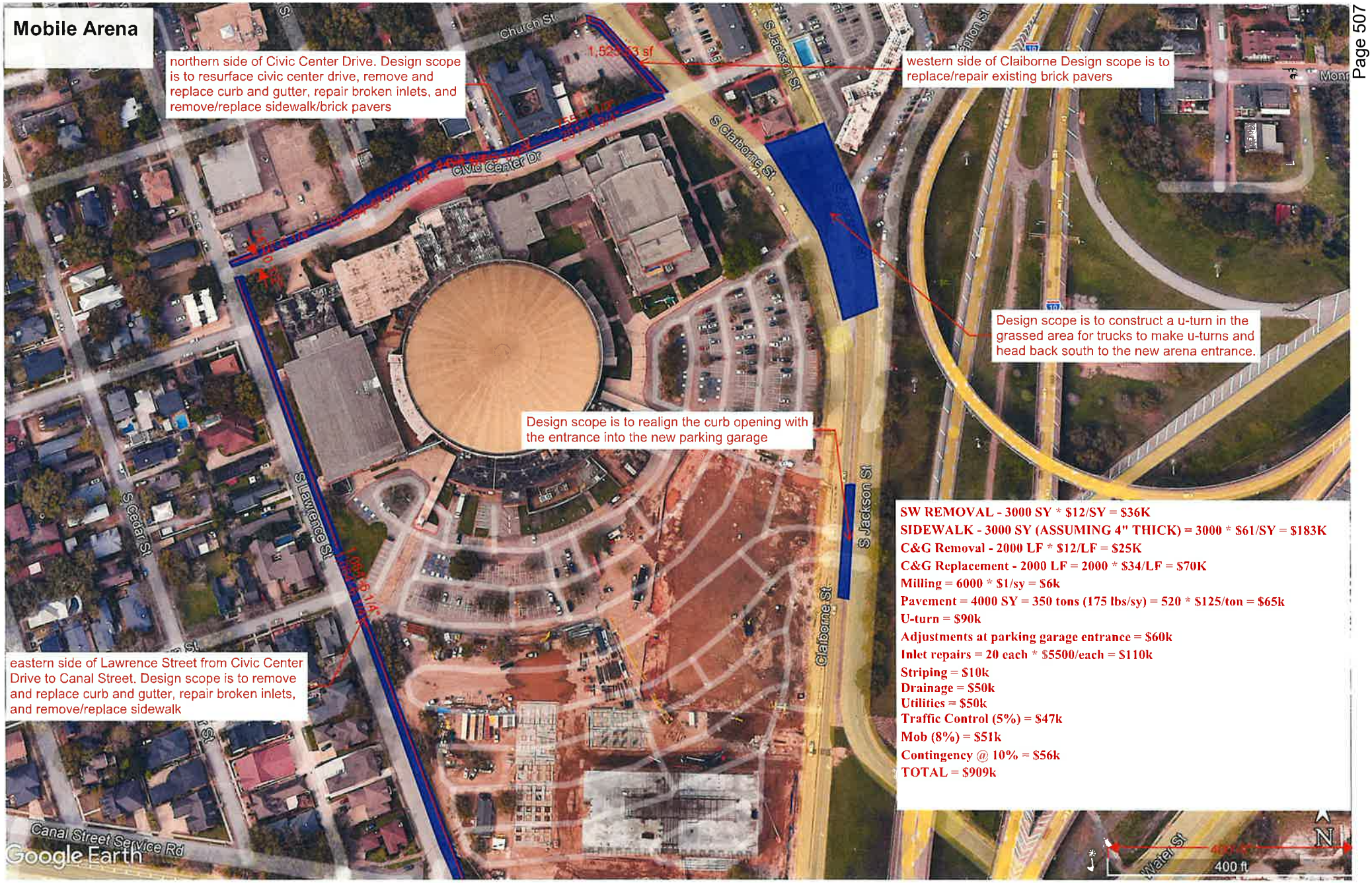
ATTACHMENT A – CONCEPTUAL PROJECT SCOPE

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

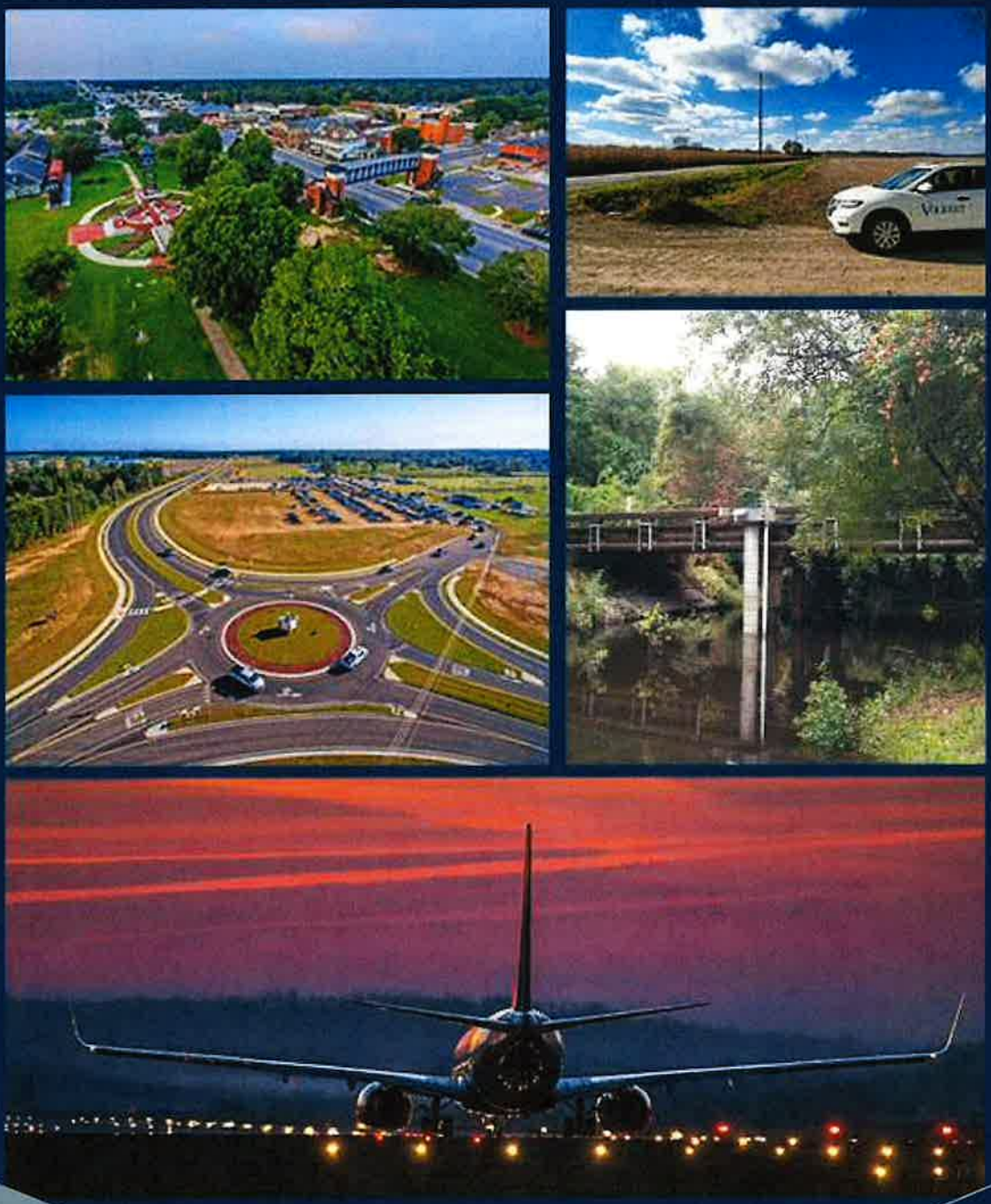


SW REMOVAL - 3000 SY * $12/SY = $36K
SIDEWALK - 3000 SY (ASSUMING 4" THICK) = 3000 * $61/SY = $183K
C&G Removal - 2000 LF * $12/LF = $25K
C&G Replacement - 2000 LF = 2000 * $34/LF = $70K
Milling = 6000 * $1/sy = $6k
Pavement = 4000 SY = 350 tons (175 lbs/sy) = 520 * $125/ton = $65k
U-turn = $90k
Adjustments 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

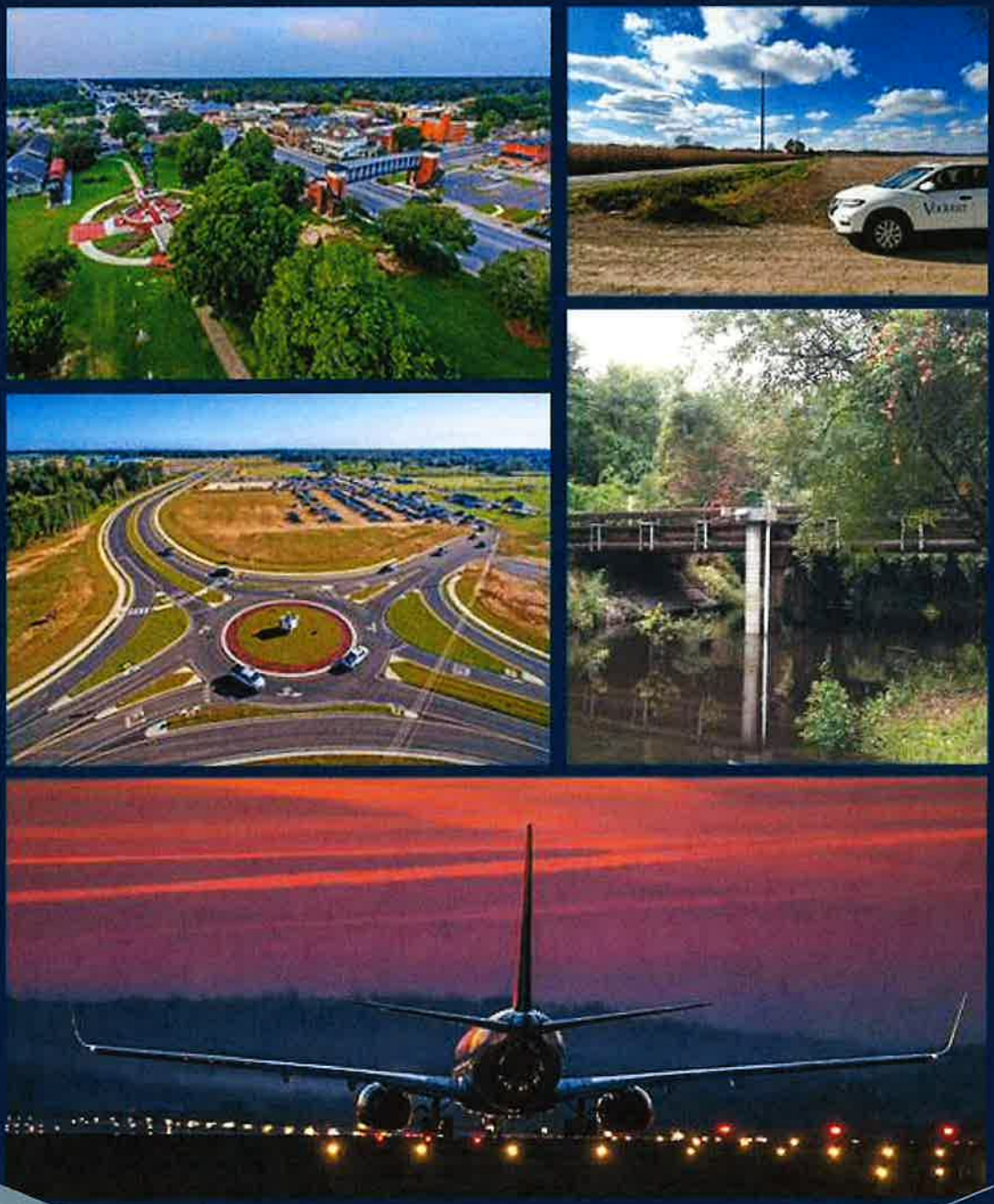
4318 Downtowner Loop North, Suite H; Mobile AL 36609
(251) 342-2640


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
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
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
Civic Center Dr
Church St
S Jackson St
S Claiborne St
S Lawrence St
S Cedar St
Canal Street Service Rd
Water St
Google Earth
400 ft
N

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

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

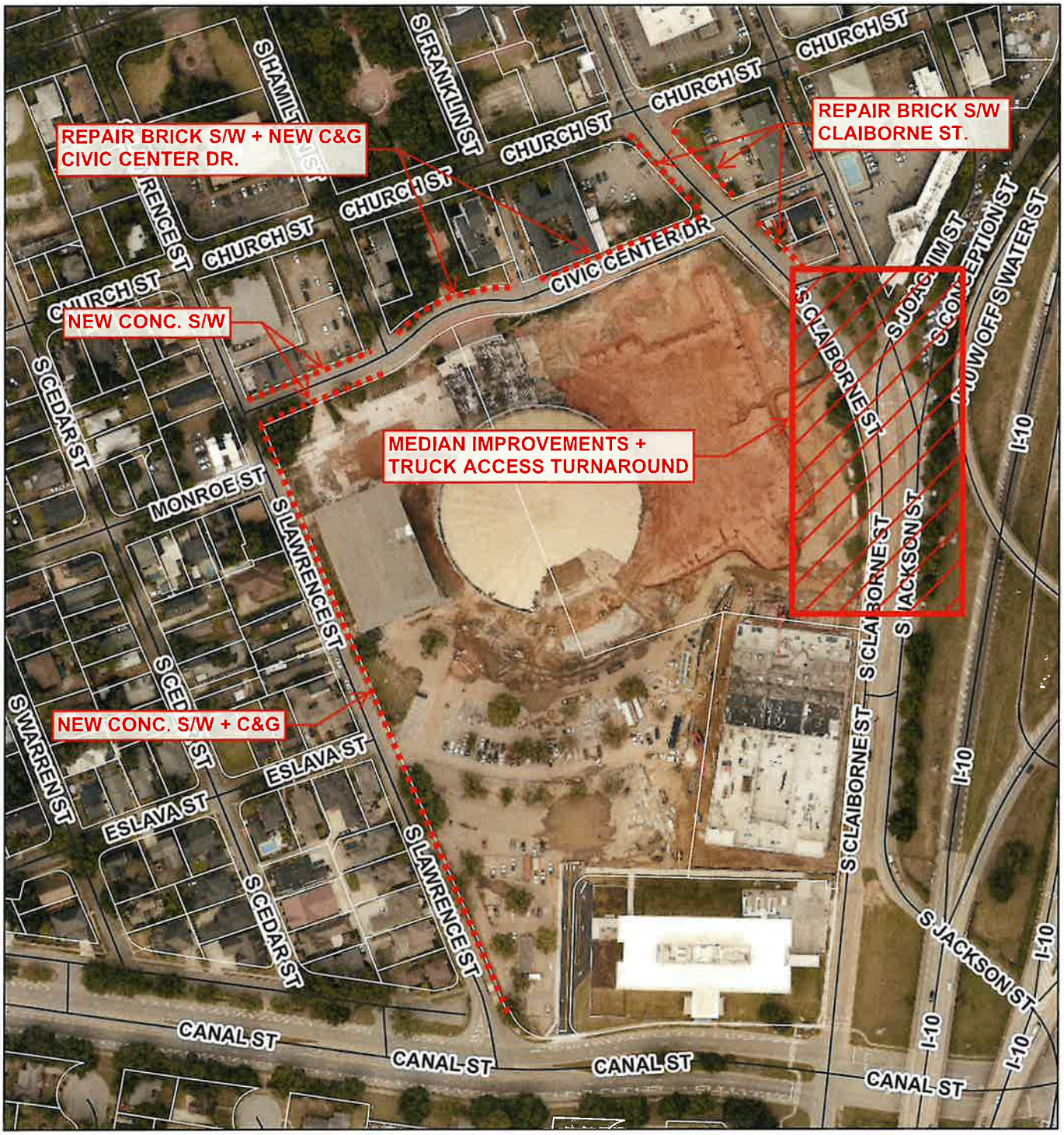
Date: 05/01/2026

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

1:2,823

0 130 260 520 ft

0 37.5 75 150 m

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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

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.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY 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

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.

© Insurance Services Office, Inc., 2018

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

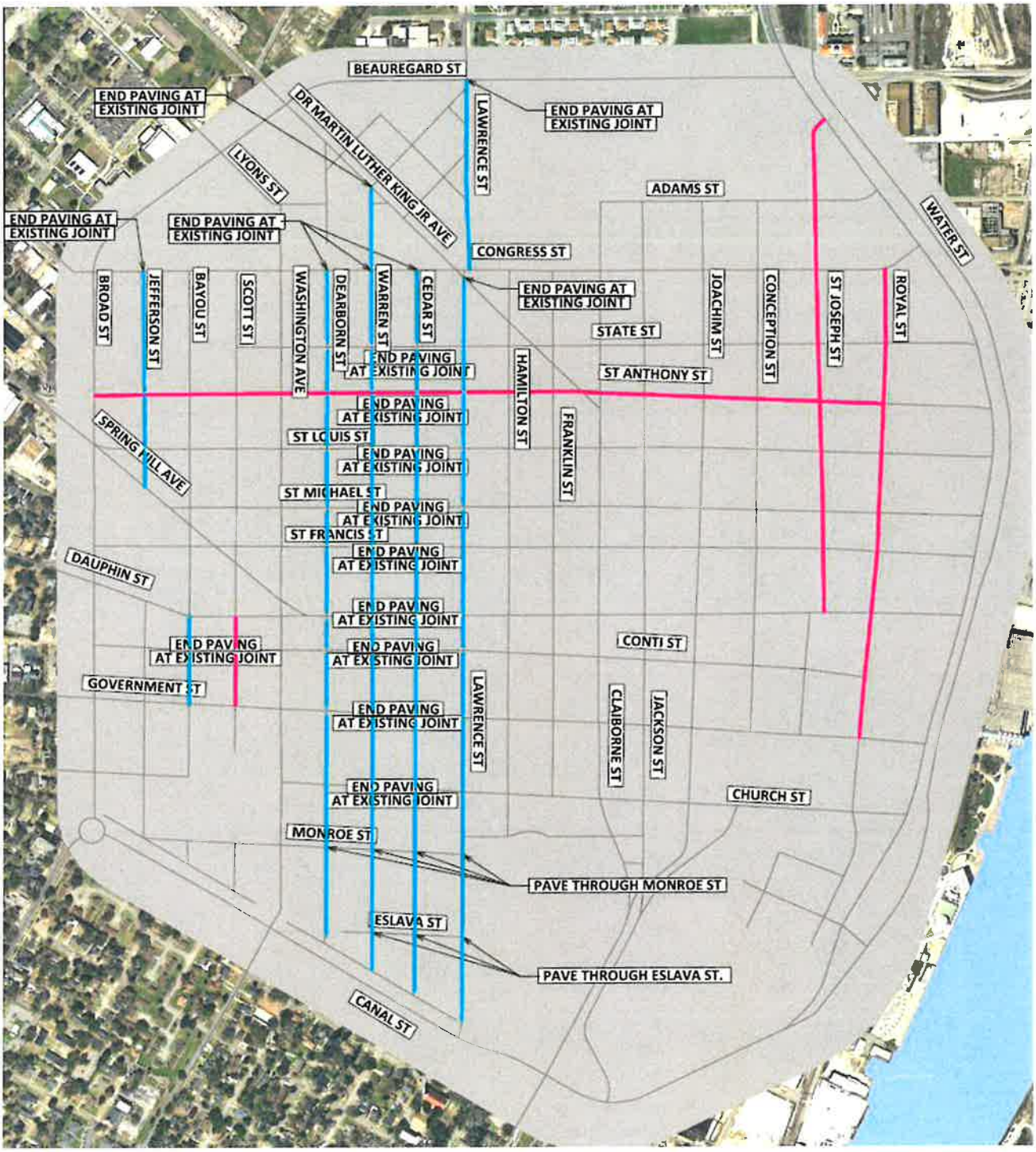


EXHIBIT B: PROJECT ESTIMATE

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: 210	Miles: 16	Rate: $0.700	Cost: $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:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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	CONTACT NAME: Greyling COI Specialist
Edgewood Partners Insurance Agency 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 : 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 :	

INSURED VOLKINC
Volkert, Inc.
11 North Water Street
Ste 18290
Mobile AL 36602

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 X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT 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 X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.	

© Insurance Services Office, Inc., 2018

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY 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.

© Insurance Services Office, Inc., 2018

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.

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 16, 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:
Lana Pafenbach
Lana Pafenbach

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

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

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt
Barry Glisson, Interim Chief - Fire

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:

The USDOT Pipeline Emergency Response Grant Program supports activities that enhance responder readiness, including pipeline emergency planning, training, exercises, curriculum development, and specialized training equipment. Funding is intended to improve coordination among emergency management agencies, fire departments, law enforcement, hazardous materials teams, and pipeline operators, particularly in areas where pipeline incidents could pose significant risks to public safety and critical infrastructure.

If awarded, the Mobile Fire-Rescue Department (MFRD) will use these funds to enhance pipeline emergency response capabilities by expanding hands-on training at high-risk pipeline locations throughout Mobile County. Building on a successful 2024 program that trained 482 firefighters, MFRD proposes purchasing a deployable, climate-controlled shelter system to support realistic field training, exercises, and multi-agency coordination in areas lacking adequate facilities. The project will improve responder readiness, strengthen partnerships among public safety and industry stakeholders, and support a full-scale pipeline emergency exercise, creating a sustainable training capability.

Amount of Contract:
$200,000

Funding Source
N/A

ATTACHMENTS:

1. RESOLUTION-PERG

REVIEWERS:

Jennifer Greene
Donna Bryars
Cherlina Monteiro
James Barber

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 U.S. Department of Transportation up to the amount of $200,000 from the FY 2026 Pipeline Emergency Response 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

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Petkos, LLC
Location:	Brothers Food Mart 2000 Barrett Lane Suite B Mobile, AL 36617

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Celebration Date
06/02/2026	NEW APPLICATION	2026 - 5799	132780	1	June 16, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

PETKOS LLC

Trade Name (DBA)

BROTHERS FOOD MART

Location Address

2000 BARRETT LANE STE B

City, State, Zip Code

MOBILE AL 36617

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA E. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/02/2026	NEW APPLICATION	2026 - 5799	132780	1	June 16, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

PETKOS LLC

Trade Name (DBA)

BROTHERS FOOD MART

Location Address

2000 BARRETT LANE STE B

City, State, Zip Code

MOBILE AL 36617

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/02/2026	NEW APPLICATION	2026 - 5799	132780	1	June 16, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
PETKOS LLC	BROTHERS FOOD MART

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	10/01/2025	001-213-551	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
39-4674798	R012701509	(25	

Physical Address (Street Address, Suite #)	City	State	Zip Code
2000 BARRETT LANE STE B	MOBILE	AL	36617

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
2000 BARRETT LANE STE B	MOBILE	AL	36617

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE		N/A

Contact Person Information

Name	Title	POA	Phone	Email
SHARON INGRAM BLEVINS	POA	YES	[redacted]	[redacted]

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
		YES			

Do the premises have a fully equipped/operational kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Is the business equipped with services and facilities for on premises consumption? NO

Will the business be operated primarily as a package store? NO

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
KISGEI EUNICE JEROBON	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
SHARON INGRAM BLEVINS	POA			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**
	MOBILE	AL		

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined?	NO
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked?	NO
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed?	YES

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

SI POA — The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

SI POA — The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

SI POA — The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

SI POA — The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

SI POA — Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

SI POA — In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

SI POA — Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
Sharon Ingram	06/10/26
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
Sharon Ingram	POA

Sworn to and subscribed before me this 10th day of June 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		February 11, 2030

City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/02/2026	NEW APPLICATION	2026 - 5799	132780	1	June 16, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage and/or consumable hemp product(s) license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

PETKOS LLC

Trade Name (DBA)

BROTHERS FOOD MART

Location Address

2000 BARRETT LANE STE B

City, State, Zip Code

MOBILE AL 36617

Contact Person Information

Name	Title	POA	Phone	Email
SHARON INGRAM BLEVINS	POA	YES	[redacted]	

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 10/01/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Lynn Harris

Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

PETKOS LLC

Trade Name (DBA)

BROTHERS FOOD MART

Location Address

2000 BARRETT LANE STE B

Zip Code

36617

Application Number

2026 - 5799

Notice Post Date @ Location

06/02/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

June 16, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

PETKOS LLC

dba BROTHERS FOOD MART

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

2000 BARRETT LANE STE B , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on June 16, 2026 for application number 2026 - 5799

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Tara Lynn Harris

Applicant/POA Signature

Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

PETKOS LLC

Trade Name (DBA)

BROTHERS FOOD MART

Location Address

2000 BARRETT LANE STE B

Zip Code

36617

Application Number

2026 - 5799

Notice Post Date @ Location

06/02/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

June 16, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260210144321461

Type License:		State:	County:
050 - RETAIL BEER (OFF PREMISES ONLY)		$150.00	$75.00
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		$150.00	$75.00
990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS		$150.00	$0.00

Trade Name: BROTHERS FOOD MART

Filing Fee: $150.00

Applicant: PETKOS LLC

Transfer Fee:

Location Address: 2000 BARRETT LANE STE B MOBILE, AL 36617

Mailing Address: 2000 BARRETT LANE STE B MOBILE, AL 36617

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-213-551

Do you sell Draft Beer?: N/A

Date Incorporated: 10/01/2025 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 10/01/2025

Federal Tax ID: 39-4674798 **Alabama State Sales Tax ID:** R012701509

Name:	Title:	Date and Place of Birth:	Residence Address:
EUNICE JEROBON KISGEI	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260210144321461

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: BLEVINS **Home P**
Business Phone
Fax: **Cell Phc**
E-mail:

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:
Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260210144321461

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: WALTER HOLLINGEN AND TERRY BAAQUEE 251-377-2979

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 2200

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260210144321461

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260210144321461

Initial each	Signature page
SB	In reference to law violations, I attest to the truthfulness of the responses given within the application.
SB	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
SB	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
SB	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
SB	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
SB	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Shadow Ingram Blevins

Signature of Applicant:

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham

Commission expires: 9/26/2029

Application Taken: 2/10/26 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260210144321461

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   PETKOS LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Sharon Ingram

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   1866 B. Government Street Mobile, AL 36617

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

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

(For SOS Office Use Only)

Alabama
Sec. Of State

001-213-551 DLL

Date	10/01/2025
Time	22:41:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
The undersigned specify 10 / 1 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 10 : 41 ☐ AM or ☑ PM. (cannot be noon or midnight – 12:00)

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

10 / 1 / 2025
Date (MM/DD/YYYY)

Eunice Jerobon Kosgei
Signature as required by 10A-5A-2.04

Organizing Member
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Eunice J Kosgei		

Wes Allen
Secretary of State

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

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

PETKOS LLC

This name reservation is for the exclusive use of Eunice Jerobon Kosgei, 2000 B Barretts lane, Mobile, AL 36617 for a period of one year beginning October 01, 2025 and expiring October 01, 2026

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

October 01, 2025

Date

Wes Allen **Secretary of State**

RES245516

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-02-2025

Employer Identification Number:
39-4674798

Form: SS-4

Number of this notice: CP 575 G

PETKOS LLC
Eunice J Kosgei SOLE MBR
% Eunice J Kosgei SOLE MBR
2000 B Barretts lane
Mobile, AL 36617

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-4674798. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation.* The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- Refer to this EIN on your tax-related correspondence and documents.
- Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is PETK. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

General Power of Attorney

I, Eunice Jernbon KOSGEI, residing at 10606 Dunmore Drive, Daphne, Alabama 36526, hereby appoint Sharon Ingram d/b/a HH Business Services of 1866 B Government Street, Mobile, Alabama 36606, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

This Power of Attorney is revoked and shall not be effective if I am incapacitated.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions.

    a. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.

    b. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.

    c. Have access to any safe deposit box that I might own, including its contents.

2. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets or property may include income producing or non-income producing assets and property.

3. Purchase and/or maintain insurance and annuity contracts, including life insurance upon my life or the life of any other appropriate person.

4. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.

5. Enter into binding contracts on my behalf.

6. Exercise all stock rights on my behalf as my proxy, including all rights with respect to stocks, bonds, debentures, commodities, options or other investments.

7. Maintain and/or operate any business that I may own.

8. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate agents.

9. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead that I now own or may own in the future.

10. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:

a. Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.

b. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including medical, military and social security benefits), and to appoint anyone, including my Agent, to act as my "Representative Payee" for the purpose of receiving Social Security benefits.

11. To exercise fiduciary responsibilities that I have a right to delegate.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately. This Power of Attorney shall continue effective until August 31, 2027 or until I lack sufficient mental competence to understand and handle my financial and personal affairs. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

[SIGNATURE PAGE FOLLOWS]

Notice to Person Executing Power of Attorney:

A Power of Attorney is an important legal document. By signing the Power of Attorney, you are authorizing another person to act for you, the principal. Before you sign this Power of Attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing.

This document gives your Agent the powers to manage, dispose of, sell and convey your real and personal property, and to use your property as security if your Agent borrows money on your behalf, unless you provide otherwise in this Power of Attorney.

Your Agent will have the right to receive reasonable payment for services provided under this Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the Power of Attorney will last for a shorter period of time or unless you otherwise terminate the Power of Attorney. The powers you give your Agent in this Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property, unless you provide otherwise in this Power of Attorney.

You can change or correct the terms of this Power of Attorney only by executing a new Power of Attorney, or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this Power of Attorney at any time, so long as you are competent.

This Power of Attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. All witnesses must be mentally competent and they must witness the principal's signing of the Power of Attorney or (2) the principal's signing or acknowledgment of his or her signature. A Power of Attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this Power of Attorney carefully. When effective, this Power of Attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The Power of Attorney is important to you. If you do not understand the Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

Notice to Person Accepting the Appointment as Attorney-in-Fact:

By acting or agreeing to act as the Agent (attorney-in-fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:

1. The legal duty to: act solely in the interest of the principal; act loyally, with care, competence, and diligence; and avoid conflicts of interest.

2. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.

3. To cooperate with the principal's Agent for health care decisions, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interest of the principal if the principal's wishes are not known.

4. The legal duty to preserve the principal's estate plan, if one exists, and the principal's desires for such plan to be preserved.

5. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

6. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:

   a. Principal's death;
   b. Revocation of the Power of Attorney of principal;
   c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
   d. No additional action is required under the Power of Attorney.

7. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.

8. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney.

9. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the

principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse. In addition to criminal prosecution, you may be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date: 9/30/2025

Signed: _____

HH Business - GABIS

Sharon Ingram d/b/a HH Business Services

This document was prepared by:
Rene Maxwell
709 B Azalea Road
MOBILE, AL 36608

Dated 10/6/~~2025~~ EK, 2025, at Mobile, Alabama.

Eunice Jernbon KOSGEI

STATE OF ALABAMA,
COUNTY OF MOBILE, ss:

On this 6th day of October, 2025, before me, Uneka J. Pears, personally appeared Eunice Jernbon KOSGEI, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same as for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Uneka J. Pears
Notary Public

My commission expires May 28, 2029

Community Risk Reduction Division
Mobile Fire Rescue Department

2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484

Inspections Performed by the Community Risk Reduction Division of Mobile Fire and Rescue Department are Valid 365 Days from the Date Issued

Occupant Name:	Pets Kot LLC	**Inspection Date:**	9/26/2025
Address:	2000 Barretts Lane	**InspectionType:**	Life Safety
City:	Mobile	**Inspected By:**	Joshua Williams
Suite:			

Insp. Result	Location	Code Set	Code
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.1 - Extinguishers mounted in an accessible and visible location as required. (see photo 1.1)
Pass		IFC 2021 SECTION 1003 GENERAL MEANS OF EGRESS	1003.6 - Obstructed means of egress. (see photo 2.1)
Pass		IFC 2021 SECTION 603 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS	603.1 - Electrical panels clear of storage, no open junction boxes or joined wires not in a junction box. Extension cords only for temporary use. (see photo 3.1)
Pass		IFC 2021 SECTION 505 PREMISES IDENTIFICATION	505.1 - Address numeric size required to meet "Address Visibility Chart" for street address side of structure. All exterior doors of a multi-tenant structure shall identify the address of each tenant space. (see photo 4.1)
Pass		IFC 2021 SECTION 1008 MEANS OF EGRESS ILLUMINATION	1008.2 - Emergency Lights - where required.
Pass		IFC 2021 SECTION 1010 DOORS, GATES AND TURNSTILES	1010.1 - Fire emergency egress doors meet fire code requirements.
Pass		IFC 2021 SECTION 1010 DOORS, GATES AND TURNSTILES	1010.2.5 - Deadbolts prohibited.
Pass		IFC 2021 SECTION 1013 EXIT SIGNS	1013.1 - Exits and exit access doors shall be marked by an approved exit sign with secondary emergency power source. (see photo 5.1)
Pass		IFC 2021 SECTION 315 GENERAL STORAGE	315.3 - Combustible materials shall not be stored within 24" of ceiling height or 18" of sprinkler head. No storage allowed within 3' of any fire protection system. No combustible storage allowed in utility rooms or under stairways.

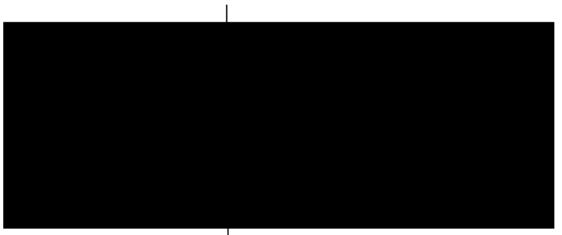
If you have any questions, please contact our office.

Inspector Comments: Inspection ok for business license

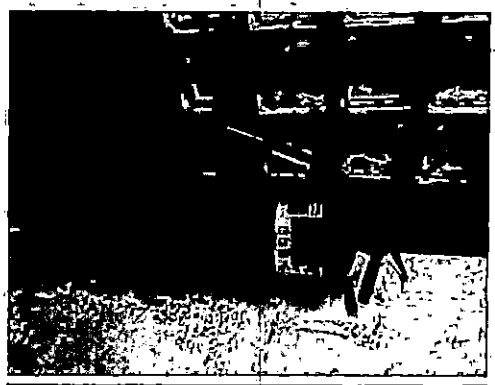
Company Representative: [redacted]

9/26/2025

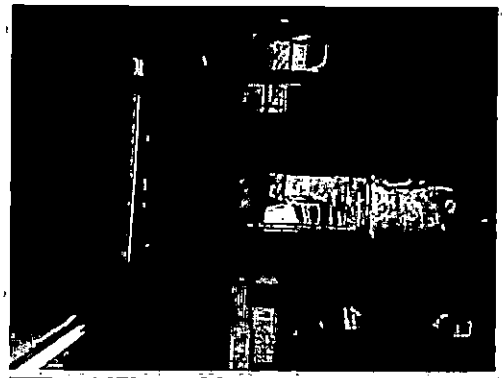
Inspector:



1.1 -
906.1.



2.1 -
1003.6.



3.1 -
603.1.



4.1 -
505.1.



5.1 -
1013.1.



Ref: 31959

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and Issuance of the Zoning Approval Certificate

Business Structure
- ☐ Sole Proprietorship
- ☒ Limited Liability Company (LLC)
- ☐ Corporation

Application Type
- ☒ New Business
- ☐ New Owner
- ☐ Location Change

Transfer - Licensed?
- ☒ No ☐ Yes

Relocation Date

Description/Type
- ☒ Convenience/Grocery Store
- ☐ Hotel ☐ Lounge/Bar
- ☐ Package Store ☐ Restaurant
- ☐ Other

License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☒ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)		
PetKos, LLC	Brothers Food Mart		
Company Physical Address (Street Address, Suite #)	**City**	**State**	**Zip Code**
2000 (B) Barrets Lane	Mobile	AL	36617

Business Contact Person Information

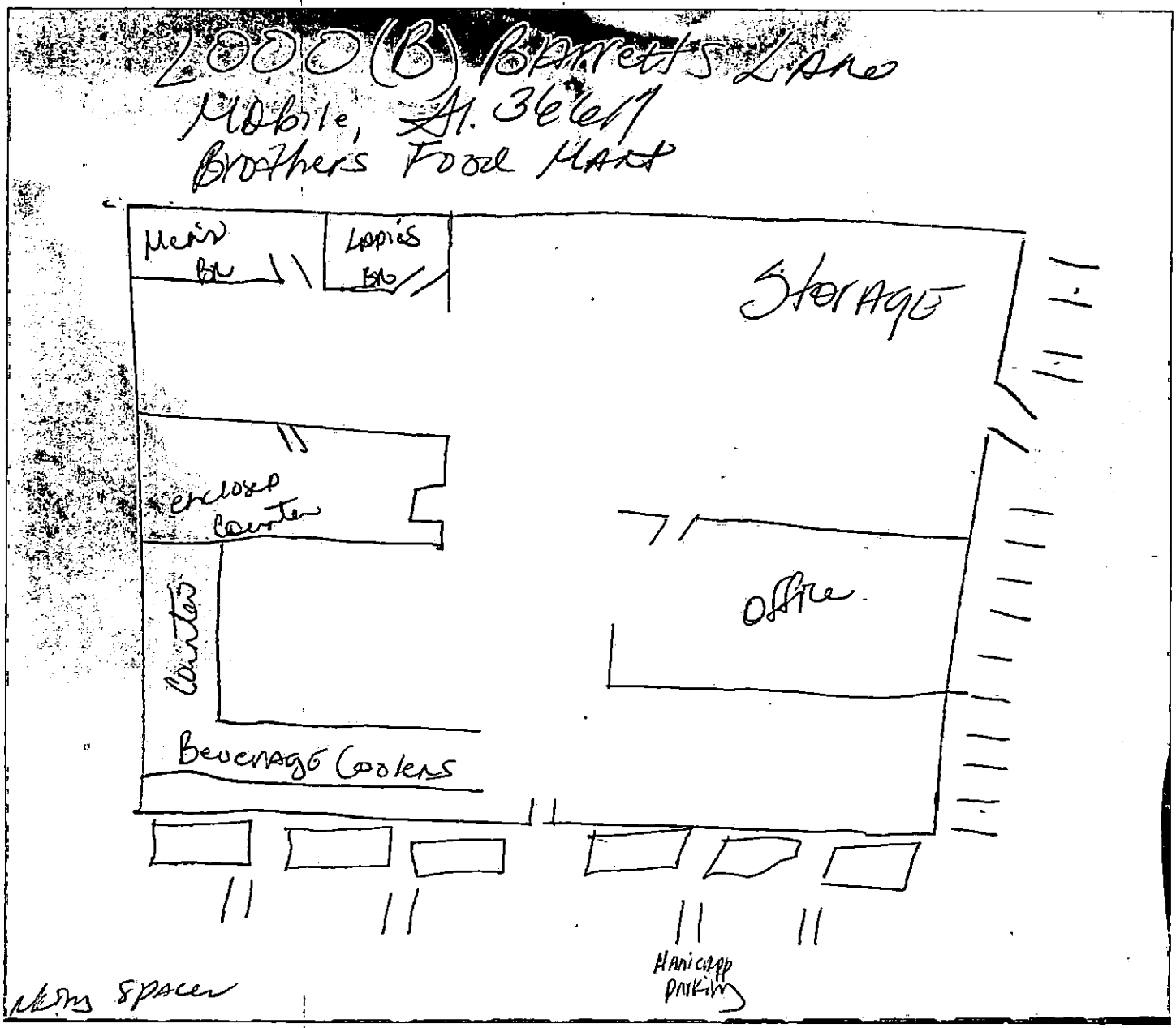
Name: Dr. Shiroj Thayan — Title: DOA

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
1100	4	4	✓	B-1	✓

Comments: EXISTING CONVENIENCE STORE

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	6-10-2026


2000 (B) Barrett's Lane
Mobile, AL. 36617
Brothers Food Mart
Mens Bt
Ladies Bt
Storage
enclosed counter
counter
office
Beverage Coolers
Handicapp Parking
Mens Spacer

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-162105-2025
Issue Date: 10/08/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022902440024034.	2000 Barretts Ln B	B

Business Name	Issued To	Zoning Districts
BROTHERS FOOD MART	Name: Sharon Ingram Company: HH Business Services Address: 1560 St Stephens Rd MOBILE, AL 36603 Phone:	R-1

This Zoning Classification Allows the property to be used for:
CONVENIENCE STORE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Jackson Taylor

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

Telephone:251.208.5895 Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember Beau Fleming, District 5

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Specialty Retailer of Consumable Hemp Products
Submitted by:	JM Liquor, LLC
Location:	JM Liquor 4701 Airport Boulevard Suite 260 Mobile, AL 36608

Adopted:

_____
City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/26/2026	NEW APPLICATION	2026 - 5795	115894	6	June 16, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
JM LIQUOR LLC

Trade Name (DBA)
JM LIQUOR

Location Address
4701 AIRPORT BLVD STE 260

City, State, Zip Code
MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/26/2026	NEW APPLICATION	2026 - 5795	115894	6	June 16, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
JM LIQUOR LLC

Trade Name (DBA)
JM LIQUOR

Location Address
4701 AIRPORT BLVD STE 260

City, State, Zip Code
MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner II L. Logan Anderson

Date: **June 9, 2026**

Re: **Application # 5795 / 4701 Air**

MPD

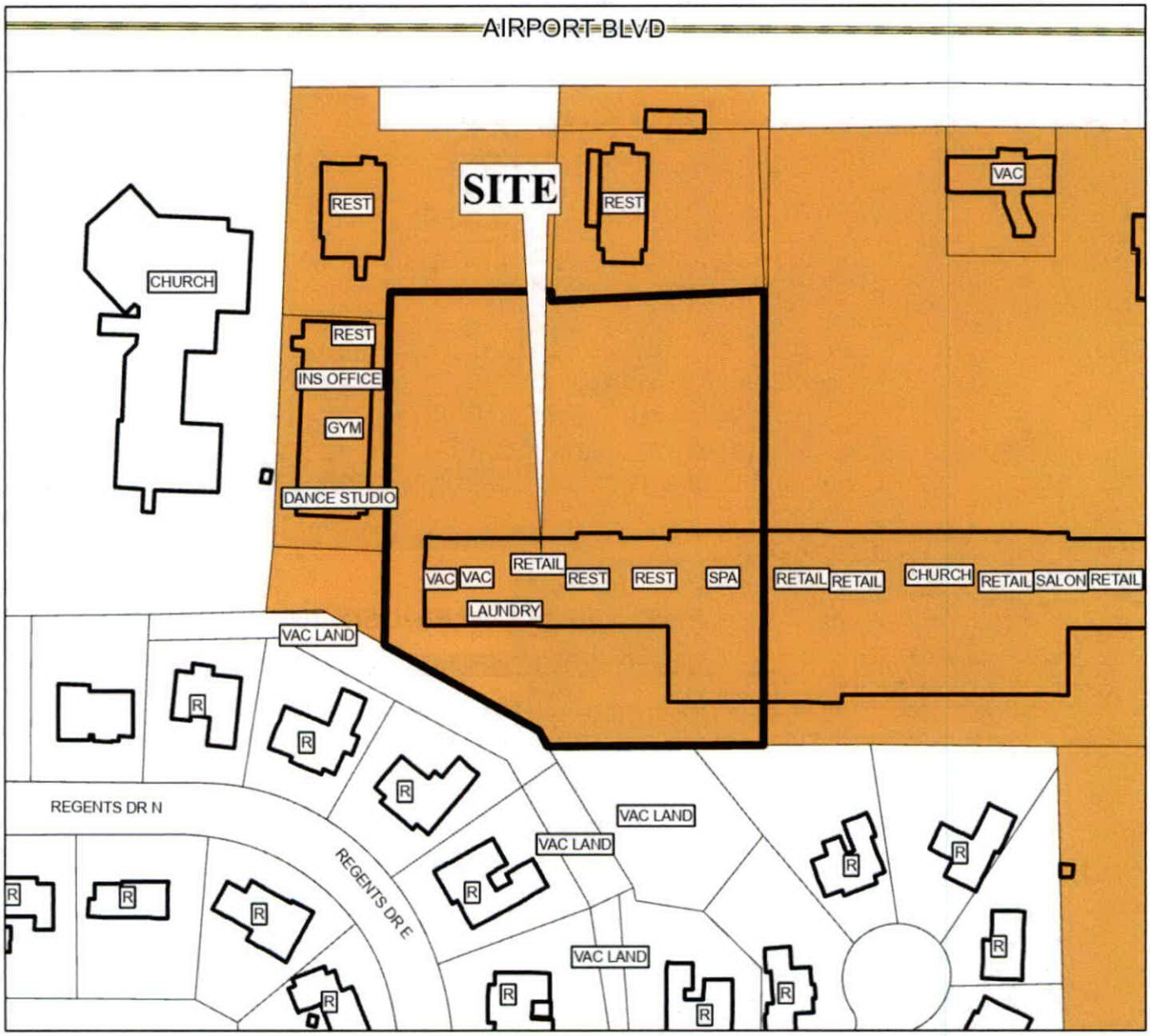
Regarding the above-referenced application, the sub ackage store with special retail sales of consumable hemp p in this zoning district.

Based on information available to staff, the site meets the parking requirements of the Unified Development Code.

The property is located within Council District #5, represented by Councilmember Beau Fleming.

If I can be of further assistance, please do not hesitate to contact me.

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5795 DATE 6/16/2026

APPLICANT JM LIQUOR LLC

LOCATION 4701 AIRPORT BLVD STE 260

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/26/2026	NEW APPLICATION	2026 - 5795	115894	6	June 16, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCT	

Business Information

Legal Business Name	Trade Name (DBA)
JM LIQUOR LLC	JM LIQUOR

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	11/12/2019	592-527	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
84-3667116	R010724329		ALL PRODUCT TYPE(S)

Physical Address (Street Address, Suite #)	City	State	Zip Code
4701 AIRPORT BLVD STE 260	MOBILE	AL	36608

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
4701 AIRPORT BLVD STE 280	MOBILE	AL	36608

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LIQUOR/PACKAGE STORE	N/A

Contact Person Information

Name	Title	POA	Phone	Email
WAI FUNG	OWNER			

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
JWV INC		

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
3800 AIRPORT BLVD SUITE 210	MOBILE	AL	36608

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
1,800	0	N/A	NO	SHOPPING CENTER	

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	NO
Will the business be operated primarily as a package store?	YES

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
WAI CHING FUNG	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	JMLIQUORLLC	JMLIQUOR	4701 AIRPORT BLVD SUIT 260 MOBILE AL 36608

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

FWC The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

FWC The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

FWC The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

FWC The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

FWC Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

FWC In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

FWC Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
Wai Ching Fung	6-4-26
Owner/Applicant/POA Signature	Title of Person Signing this Application
	Owner

Sworn to and subscribed before me this June day of 4 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		February 11, 2030

City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/26/2026	NEW APPLICATION	2026 - 5795	115894	6	June 16, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage and/or consumable hemp product(s) license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

JM LIQUOR LLC

Trade Name (DBA)

JM LIQUOR

Location Address

4701 AIRPORT BLVD STE 260

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
WAI FUNG	OWNER			

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 06/16/2026

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Lynn Harris

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

JM LIQUOR LLC

dba JM LIQUOR

has made application to the City Council of the City of Mobile for a

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS and

for the premises located at

4701 AIRPORT BLVD STE 260 , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on June 16, 2026 for application number 2026 - 5795

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

PUBLIC NOTICE!

MOBILE
ALABAMA

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMI

Legal Business Name

JM LIQUOR LLC

Trade Name (DBA)

JM LIQUOR

Location Address

4701 AIRPORT BLVD STE 260

Zip Code

36608

Application Number

2026 - 5795

Notice Post Date @ Location

05/26/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

June 16, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260519083335097

Type License: 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS **State:** $1,000.00 **County:** $0.00

Trade Name: JM LIQUOR

Filing Fee: $50.00

Applicant: JM LIQUOR LLC

Transfer Fee:

Location Address: 4701 AIRPORT BLVD STE 260 MOBILE, AL 36608

Mailing Address: 4701 AIRPORT BLVD STE 260 MOBILE, AL 36608

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 592 527

Do you sell Draft Beer?: N/A

Date Incorporated: 11/12/2019 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 11/12/2019

Federal Tax ID: 84-3667116 **Alabama State Sales Tax ID:** R010724329

Name:	Title:	Date and Place of Birth:	Residence Address:
WAI CHING FUNG	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? N/A

Does ABC have any actions pending against the current licensee? N/A

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? N/A

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260519083335097

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: JWV INC 251-341-1650

What is lessors primary business?

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? N/A

Is the business used to habitually and principally provide food to the public? N/A

Does the establishment have restroom facilities? N/A

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? N/A

Will the business be operated primarily as a package store? YES

Building Dimensions Square Footage: 1800

Display Square Footage: 1800

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260519083335097

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260519083335097

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: STE 260

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260519083335097

Initial each — **Signature page**

Initial each	
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-528, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
WCF X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
WCF X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
WCF X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): WAI CHING FUNG

Signature of Applicant:

Notary Name (print): Casey Caroline Gilreath

Notary Signature: Casey Caroline Gilreath

Commission expires: April 2 2028

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

CASEY CAROLINE GILREATH
My Commission Expires
April 2, 2028

Inst # 2020027351 Pages: 1 of 3 Doc: LACN
I certify this instrument filed on 5/11/2020 11:00 AM
Don Davis, Judge of Probate
Mobile County, AL Rec: $28.00

Clerk KROBINSON

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation under Section 10A-5A-2.02 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of $50.00 for standard processing** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your filing will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored ($30.00 fee).

(For County Probate Office Use Only)

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation:

   WEST MOBILE LIQUOR LLC

2. The date the Certificate of Formation was filed in the county: 10 / 29 / 2019 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 592 - 527 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov , click Business Services (below picture), click on Business Entity Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

JASMINE CAI
112 BOWERY 1FL
NEW YORK, NY 10013

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The titles, dates, and places of filing of any previous Amendments: NONE

Attach a listing if necessary.

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as a Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 05 / 08 / 2020 (format MM/DD/YYYY):

This is to amend entity name from WEST MOBILE LIQUOR LLC to J M LIQUOR LLC, and change registered office address from 2502 S Schillinger Rd Store 3 Mobile, AL 36695 to 328 S University Blvd Mobile, AL 36609

☐ Additional Amendments and the dates on which they were adopted are attached.

6. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of* 1975 and the governing documents of this entity.

5 / 11 / 2020
Date (MM/DD/YYYY)

Signature as required by 10A-5-2.04

WAI FUNG
Typed Name of Above Signature

MEMBER
Typed Title/Capacity to Sign under 10A-5-2.04

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

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

J M LIQUOR LLC

This name reservation is for the exclusive use of WAI FUNG, 328 S UNIVERSITY BLVD, MOBILE, AL 36609 for a period of one year beginning May 11, 2020 and expiring May 11, 2021

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

May 11, 2020

Date

J H. Merrill

John H. Merrill **Secretary of State**

RES882597

Inst. # 2019064965 Pages: 1 of 3 Doc: LAOR
I certify this instrument filed on 11/6/2019 9:41 AM
Don Davis. Judge of Probate
Mobile County. AL. Rec: $53.00

Clerk: SBURRELL

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge
Signature _____
C. Mark Erwin, Chief Clerk
Date 11-6-2019

(For County Probate Office Use Only)

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

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of $100.00** for standard filing (based on date of receipt and volume) **or $200.00 for expedited service** (processed within twenty four (24) hours after date of receipt from the County Probate Office) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored ($30.00 fee).

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

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations):
   WEST MOBILE LIQUOR LLC

2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].**

(For SOS Office Use Only)

This form was prepared by: (type name and full address)

SELIN GAO
C/O 112 BOWERY 1ST FL
NEW YORK, NY 10013

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

WAI FUNG

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

2502 S SCHILLINGER RD STORE 3, MOBILE AL 36695

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

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

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

[X] Series LLC complying with Title 10A, Chapter 5A, Article 11

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

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

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

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

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

10/16/2019
Date (MM/DD/YYYY)

X
Signature as required by 10A-5A-2.04

WAI FUNG
Typed Name of Above Signature

MEMBER
Typed Title (Organizer or Attorney-in-fact)

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

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

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

WEST MOBILE LIQUOR LLC

This name reservation is for the exclusive use of WAI FUNG, 2502 S SCHILLINGER RD STORE 3, MOBILE, AL 36695 for a period of one year beginning October 29, 2019 and expiring October 29, 2020

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

October 29, 2019

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES859919

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF AMENDMENT

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation under Section 10A-5A-2.02 of the *Code of Alabama 1975*, this Certificate of Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Limited Liability Company:

J M LIQUOR LLC

2. The date the Certificate of Formation was filed: 11 / 06 / 2019 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 000 - 592 - 527 **TO OBTAIN ID NUMBER,** website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

(For SOS Use Only)

Alabama
Sec. Of State

000-592-527 DSL

Date	01/11/2024
Time	08:50:45
File	$100.00
County	
Total	$100.00

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The following amendment was adopted on 01 /11 /2024 (MM/DD/YYYY):

See attached.

☐ Additional Amendments and the dates on which they were adopted are attached.

*Be very specific about what must be changed if you are amending existing information.
*If the amendment includes a name change, a copy of the **Name Reservation Certificate** issued by the Office of Secretary of State **must be attached.**
*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). **Agent information will NOT be changed with an amendment.**

5. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of* 1975 and the governing documents of this entity.

01 / 11 / 2024
Date (MM/DD/YYYY)

WAI FUNG
Signature as required by 10A-5A-2.04

MEMBER
Title/capacity to sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name
J M LIQUOR LLC

Entity ID
000-592-527

Type
Series Ltd. Lib. Company

Formation Date
2019-11-06

Principal Address

Original	Amended
Physical Address NOT PROVIDED NOT PROVIDED, AL	**Physical Address** 4701 AIRPORT BLVD UNIT 260 MOBILE, AL 36608
Mailing Address NOT PROVIDED NOT PROVIDED, AL	**Mailing Address** 4701 AIRPORT BLVD UNIT 260 MOBILE, AL 36608

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-13-2020

Employer Identification Number:
84-3667116

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

J M LIQUOR LLC
WAI FUNG SOLE MBR
112 BOWERY - AL
NEW YORK, NY 10013

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-3667116 This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

J M LIQUOR LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R010724329	01/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 445320

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

328 S UNIVERSITY BLVD MOBILE AL 36609-2909

FACE PAGE
LEASE AGREEMENT

E-Mail:jessiephone@hotmail.com

Lease Date: December 28, 2023

Landlord: JWV, Inc., et al

Landlord's Address: c/o JW Properties, Inc., P. O. Box 16146, Mobile, AL 36616-0146

Shopping Center: Regency Square City Mobile State: AL

Tenant: J M LIQUOR LLC

Tenant's Bus. Address: 4701 Airport Blvd. Suite 260 Mobile, AL. 36608 C

Tenant's Address for Notices:

Name (d/b/a to be used by Tenant): J M LIQUOR LLC

Tenant's Use of Demised Premises: Liquor Store

Hours of Operation (of Tenant): Mon-Thurs : 9:30am-12:00am Fri-Sat : 9:30am-1:00am Sun : 12:00pm-12:00am

Lease Term: 5 Years *Option Term: 1 Additional Period(s) of: 5 Years

Rent Start Date *4/1/2024 Lease Exp. Date 3/31/29

Demised Premises: Construction Commencement Date: N/A

Space #: 15A (See Exhibit "A"(site plan) for approximate store location as marked in red: property outlined in green)

Size: 1800 SQ. FT. Width 22.5 Ft. Depth 80 Ft (all Figures approximate)

Annual Minimum Rent Increase: (See Rider) % Per Year.

Percentage Rent: N/A % Breakpoint N/A See Rider Sections N/A through N/A

Initial Charges: Advance Rental: $ N/A

Minimum Rental	Per Sq. Ft.	$ 14.67	Per Year	$ 26,400.00	Per Month	$ 2,200.00
Cam	Per Sq. Ft.	$ 0.47	Per Year	$ 846.00	Per Month	$ 70.50
Taxes	Per Sq. Ft.	$ 0.84	Per Year	$ 1,512.00	Per Month	$ 126.00
Insurance	Per Sq. Ft.	$ 0.85	Per Year	$ 1,530.00	Per Month	$ 127.50
			TOTAL:	$ 30,288.00	TOTAL:	$ 2,524.00
Late Charges			Percentage		Per Month	
Additional rent for failure to open or to conduct business:					Per Day	N/A

Insurance Requirements: $1,000,000.00 combined single limited policy per Section 22 Page 7. JW Properties, Inc. and Landlord (listed above) shall be named as additional insured and provided with a copy of the insurance certificate prior to the lease start date as set out above.

Rider with sections numbered consecutively 66 through 67 are attached hereto and made a part hereof.

County Mobile State of Alabama

THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ IT THOROUGHLY BEFORE YOU SIGN. THE ITEMS CONTAINED ON THIS FACE PAGE RELATE TO VARIOUS CONTENTS OF THE LEASE. THERE ARE NO AGREEMENTS BETWEEN THE PARTIES UNLESS CONTAINED IN WRITING IN THIS LEASE.

* Minimum Rental in option period shall increase to $29,040 per year / $2,420 Per month.
* Rent commencement will begin on the earlier of April 1st 2024 or when tenant opens for business.

Tenant's Signature:

LEASE

NOTE: See **FACE PAGE** for the definition of certain terms used in this Lease, which **FACE PAGE** and terms are incorporated hereby in reference.

1. PARTIES

This Lease (hereinafter referred to for convenience as the "Lease"), made as of the Lease Date as defined on the **FACE PAGE** is by and between **LANDLORD** (as defined on the **FACE PAGE**) and **TENANT** as defined on the **FACE PAGE.**

2. RELATIONSHIP OF PARTIES

Anything contained in this Lease to the contrary notwithstanding, it is specifically agreed that **LANDLORD** shall in no event be construed or deemed to be a partner or engaged in a joint venture with, or an associate of, **TENANT** in the conduct of its business and that **LANDLORD** shall absolutely not be liable for any debts or other liabilities of any kind or sort whatsoever incurred by **TENANT**. The relationship of the parties during the term of this Lease shall at all times be solely that of **LANDLORD** and **TENANT**, their successors and assigns, and that all rights of action for any breach or any covenant herein contained are reserved to such parties pursuant to Section 38; and it is further expressly understood and agreed that such parties may by mutual written agreement signed by the parties alter, amend, modify or revoke or rescind this Lease or any covenant herein contained in any writing and at any time.

3. DEMISED PREMISES

LANDLORD hereby demises unto **TENANT** and **TENANT** hereby leases from **LANDLORD**, for the term and specifically upon the terms and conditions set forth in this Lease, the demised premises (as defined on the **FACE PAGE**), and which demised premises are located in the Shopping Center as defined on the **FACE PAGE**, (hereinafter called the "Shopping Center") in the City and State as defined on the **FACE PAGE**, which premises consists of an area of the approximate square feet as defined on the **FACE PAGE**, hereinafter called the "demised premises", in a one story building. The boundaries and location of the shopping center are outlined in green and the boundaries and location of the demised premises are outlined in red on the site plan. The purpose of the site plan attached hereto as Exhibit "A" is to show approximate location of the demised premises. **LANDLORD** reserves the right at any time to relocate or remove the various buildings, automobile parking areas, and to erect both temporary and/or permanent kiosks within the common areas shown on said site plan, and/or change the location of the various tenants within the buildings as originally located or later relocated.

4. POSSESSION

Delivery of possession within the meaning of this Lease shall be accomplished by **LANDLORD'S** delivery to **TENANT** of the demised premises after **LANDLORD** has completed **LANDLORD'S** work, as set forth on Exhibit "B".

TENANT agrees that it shall, with due diligence and all reasonable commercial promptness, proceed to install such fixtures and equipment to perform such work as shall be necessary or appropriate in order to prepare the demised premises for the opening of business.

LANDLORD agrees upon the date of delivery of possession to the **TENANT**, the demised premises, except for such work as may be required to be performed by **TENANT**, shall be free of all violations, orders or notices of violations of all public authorities which would directly prohibit **TENANT** from conducting its business.

By virtue of occupying the demised premises as a **TENANT**, or installing fixtures, facilities or equipment, or performing finishing work, whether in any such instance, directly or through its contractor(s) or agents, **TENANT** shall conclusively be deemed to have accepted the

demised premises "as is" and to have acknowledged that the demised premises are in the condition as required by this Lease, except only and specifically as to any latent defects or latent omissions, if any, the **LANDLORD'S** construction.

5. USE

TENANT shall use and occupy the demised premises solely and exclusively for the conduct of **TENANT'S** business as defined on the **FACE PAGE** and solely and exclusively under the name as defined on the **FACE PAGE** and under no other name except such as may be first approved by **LANDLORD** in writing. The demised premises may never be used at any time for residence purposes or overnight lodging.

6. OPERATION OF BUSINESS

TENANT shall (a) except when and to the extent that, the demised premises may be untenantable by reasons of damage by fire or other casualty, continuously and uninterruptedly use, occupy, operate and conduct its business during normal hours of operation as defined on the **FACE PAGE**; (b) adequately staff the demised premises with sufficient employees to handle the maximum business and carry sufficient stock of seasonal merchandise to accomplish the same; and (c) make reference to the whole Shopping Center as defined on the **FACE PAGE** in designating the location of the demised premises in all newspaper or other advertising, stationery or other printed material and all other reference to the location of the demised premises.

7. TERM

The original term of this Lease shall be for a period as defined on the **FACE PAGE** of this Lease and from the "Commencement Date" hereafter provided unless sooner terminated hereby. Said term, and **TENANT'S** obligation to pay rent, shall commence on the date as defined on the **FACE PAGE**. In the event the expiration of the thirty (30) day period does not occur on the first day of the month or **TENANT** shall have opened the demised premises for business on the a day other than the first day of the month, then the term shall commence on the first day of the month next succeeding, but all other terms and conditions of this Lease shall be effective as if the term did commence on such prior date; and **TENANT** shall pay rent for the fractional month on a per diem basis (calculated on the basis of a thirty day month) until the first day of the month when the term commences; and thereafter the rent shall be paid in equal monthly installments in advance on the first day of each month during the term of this Lease.

8. MINIMUM RENT

For the first Lease year, in addition to additional rental, as herein provided, **TENANT** shall pay **LANDLORD** as minimum rental for the demised premises the sum as defined and set forth on the **FACE PAGE** per year. The minimum rental shall be payable in equal monthly installments as defined and set forth on the **FACE PAGE** and **SHALL BE PAID IN ADVANCE ON OR BEFORE THE FIRST DAY OF EACH MONTH.**

The annual minimum rental shall be increased each Lease year by an amount to be determined by multiplying the annual rental paid for each previous Lease year by a percentage as defined and set forth on the **FACE PAGE.**

9. ADDITIONAL RENT

In addition to the foregoing minimum annual rent, all other payments to be made by **TENANT** under this Lease shall be deemed to be and shall become additional rent hereunder whether or not the same be described as such and shall be due and payable on demand or together with the next succeeding installment of rent, whichever shall first occur; and **LANDLORD** shall have the same remedies for failure to pay the same as for a non-payment of rent. **LANDLORD**, at its election, shall have the right, but not the obligation, to pay or do any act which required the expenditure of any sum of money by reason of the failure or neglect of **TENANT** to perform any of the provisions of this Lease, and in the event **LANDLORD** shall, at its election, pay such sums or do such acts requiring the expenditure of monies, **TENANT** agreed to pay **LANDLORD**, upon demand, all such sums, and the sums so paid by **LANDLORD**, shall be deemed additional rent

If **TENANT** shall fail to make payment of Minimum Rent or other rental due hereunder within five (5) days of its due date, **TENANT** shall automatically be assessed, in addition to all other charges specified herein, a late charge as defined on the **FACE PAGE** to the extent permitted by law for each month or portion thereof that said payment shall be delinquent.

10. ADVANCE RENTAL

LANDLORD acknowledges receipt from **TENANT** an amount equal to the rent for the first full calendar month of the term hereof as advance rental. If **TENANT** is in compliance with all of the terms, covenants and conditions of this Lease, the aforesaid advance rental shall be credited against the first rental payment due hereunder; otherwise, **LANDLORD** shall have the right to use, apply or retain the whole or any part of the advance rental to the extent required for the payment of any rent and additional rent or any other sums due **LANDLORD** hereunder; including any sums which **LANDLORD** may expend or may be required to expend by reason of **TENANT'S** failure to observe or comply with any of the terms, covenants and conditions of this Lease. In the event that **LANDLORD** should sell or otherwise transfer or assign its interest in the Shopping Center or the demised premises prior to crediting the advance rental, **LANDLORD** may deliver the advance rental to the purchaser or other assignee or transferee of **LANDLORD'S** interest, in which event **LANDLORD** shall be discharged from any further liability with respect to such advance rental. **TENANT** agrees that said advance rental shall be forfeited if **TENANT** does not open for business as required herein. No interest shall be paid or payable on the advance rental.

11. TIME AND PLACE OF PAYMENT

TENANT shall promptly pay all rentals and other sums due hereunder, without set off or deduction and render all statements herein to **REGENCY SQUARE**, c/o **JW PROPERTIES, INC., POST OFFICE BOX 16146, MOBILE, ALABAMA 36616-0146**, or at such other place as may be designated from time to time by **LANDLORD** in writing. If **LANDLORD** shall pay any monies or incur any expenses in correction of any violation of any covenant, undertaking, or agreement of **TENANT** as is set forth in this Lease, the amount so paid or incurred shall, at **LANDLORD'S** option and upon notice to **TENANT**, be considered additional rent payable by **TENANT** with the next installment of rent thereafter to become due and payable and may be collected or enforced as by law provided in respect to payment of rent. All payments due under this Lease shall be made by check, cashier's check, certified check or money order, all payments shall be received subject to clearance. Rental payments will be credited against the earliest month(s) due as of date payment received. **LANDLORD** has the option to require all payments made under this Lease Agreement to be made by cashier's check, or certified check if during the term of this Lease, one or more checks are returned by the paying bank for any reason.

12. FAILURE TO OPEN OR TO CONDUCT BUSINESS

In the event **LANDLORD** notifies **TENANT** that the demised premises are ready for occupancy as herein defined and **TENANT** fails to take possession and to open the demised premises for business fully fixtured, stocked, and staffed within the time herein provided, **LANDLORD** shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the minimum rent, but also additional rent in the amount as defined on the **FACE PAGE** per day for each and every day that **TENANT** shall fail to commence to do business as herein provided. In any event, should **TENANT** have failed to open the demised premises for business at the conclusion of ninety (90) days following the commencement of the term as defined in Section 8, then **LANDLORD**, in addition to all other rights and remedies provided in this Lease in case of default, shall have the right to require specific performance by **TENANT**, or to cancel and to terminate this Lease, reserving all rights for damages suffered by reason of such default.

13. ACCORD AND SATISFACTION

No payment by **TENANT** or receipt by **LANDLORD** of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and **LANDLORD** may

62. COUNTERPARTS

This Lease has been executed in several counterparts, but all counterparts shall constitute one and the same legal document.

63. RECORDING/SHORT FORM LEASE

TENANT shall not record this Lease without the written consent of **LANDLORD**; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the demised premises, and the term of this Lease and shall incorporate this Lease by reference. **TENANT** shall record this Lease or said short form at the request of **LANDLORD**, and shall pay the cost of recording same.

64. HAZARDOUS WASTE

TENANT covenants that it will not generate, release, store or deposit, or permit or suffer the generation, release, storage, or deposit, over, beneath or on the Demised Premises or on or in any of the structures or common areas of the Shopping Center, from any source whatsoever, any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERLA"), 42 USC 9601(33), or hazardous waste as defined by the Resource Conservation and Recovery Act ("RCRA") 42 USC#6903(5), or other similar applicable federal or state laws and regulations, including, but not limited to, asbestos, PCB's and urea formaldehyde. **TENANT** covenants that it will indemnify, hold harmless, and defend **LANDLORD, LANDLORD'S** successors, assign and mortgagees, from any and all claims loss, damage, response costs and expenses arising out of or in any way relating to a breach of these environmental representations contained in the immediately preceding sentence including, but not limited to: (a) claims of third parties (including governmental agencies), for damages, penalties, response costs, injunctive or other relief; (b) expenses, including fees of attorneys and experts, or reporting the existence of hazardous substances or hazardous wastes to any governmental agency; (c) any and all expenses or obligations, including attorneys fees, incurred at, before and after any trial or appeal therefrom or administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorneys fees, witness fees (expert and otherwise), deposition costs, copying and telephone charges and other expenses, all of which shall be paid by **LANDLORD** when accrued.

65. CONFIDENTIALITY

TENANT acknowledges that the terms and provisions of this Lease, including, but not limited to, amounts and forms of rent and other consideration, were negotiated and agreed to by or on behalf of **LANDLORD** and **TENANT** without reference to comparability with the terms and conditions of leases for other of the tenantable space at the Shopping Center. **TENANT** agrees that it will not, without the prior written consent of **LANDLORD**, reveal the terms and conditions of this Lease, including, but not limited to, amounts and forms of rent, concessions, allowances, free rent and other consideration, to anyone, including, but not limited to, other existing or prospective tenants of the Shopping Center.

RULES AND REGULATIONS

TENANT AGREES AS FOLLOWS:

1). All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by **LANDLORD.**

2) The delivery or shipping of merchandise, supplies and fixtures to and from the leases premises shall be subject to such rules and regulations, as in the judgment of **LANDLORD** are necessary for the proper operation of the leased premises or Shopping Center.

3) All garbage, trash, paper and other refuse shall be kept in the kind of container specified by **LANDLORD,** and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by **LANDLORD. TENANT** shall pay the cost of removal of any of the **TENANT'S** garbage, trash, paper and all other refuse.

4) No radio or television or other similar device shall be installed without first obtaining in each instance **LANDLORD'S** consent in writing. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of **LANDLORD.** Any aerial so installed without such written consent shall be subject to removal without notice at any time.

5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the leased premises without written consent of **LANDLORD.**

6) If the leased premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, **TENANT** shall kept he leased premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

7) The exterior areas immediately adjoining the premises i.e. sidewalks, loading raps, service areas shall be kept clean and free from snow, ice, dirt and garbage, trash, paper and all other refuse by **TENANT** to the satisfaction of **LANDLORD,** and **TENANT** shall not place or permit ay obstructions or merchandise in such area.

8) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by **TENANT,** who shall, or whose employees, agents or invitees shall have caused it.

9) **TENANT** shall use at **TENANT'S** cost a qualified pest extermination contractor, whose services shall be scheduled so as not to reasonably interfere with the operation of the Shopping Center.

10) **TENANT** shall not burn any garbage, trash, paper or any other refuse of any kind in our about the leased premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

11) **TENANT** and **TENANT'S** employees shall park their cars only in those parking areas designated for that purpose of **LANDLORD.**

12) **TENANT** shall not make noises, cause disturbances, or create odors which may be offensive to other tenants of the Shopping Center or their officers, employees, agents, servants, customers, or invitees.

RIDER
SIGNS & DISPLAYS

EXHIBIT 'D' SIGN CRITERIA

All Tenants are required by Landlord to have a sign and each **TENANT** must adhere to the following Design Criteria established by **LANDLORD**:

1. GENERAL

The purpose of this statement of Sign Criteria is to inform **TENANTS** of the framework within which the **LANDLORD** will review and approve all signs to be erected in the Shopping Center by its tenants. There shall be no deviation from or modification of the specific limits or requirements stated herein. When"General requirements are mentioned, the **LANDLORD** reserves the sole right to interpret them in the case of each and every sign. Nothing hereinafter stated shall be construed as limiting **LANDLORD'S** right to require modifications to signs prior to its approving them or to modify these criteria at its sole discretion.

2. REGULATIONS

A. All signs, lettering and symbols are subject to the written approval of **LANDLORD**, as to type, content, size, construction, color, finish and location.

B. No sign shall be permitted without this written approval.

C. The **LANDLORD** reserves the right to have all non-approval signs, letters, and symbols removed at **TENANT'S** cost regardless of the state of erection.

3. SPECIFICATION PROHIBITIONS

A. No moving, flashing, or blinking signs.

B. No exposed neon signs.

C. No freestanding signs.

4. LOCATION OF SIGN

A. Sign must be contained and centered within the storefront outside sign panel fascia.

B. No signs of any sort shall be permitted on canopy roofs or building roofs.

5. SIZE OF SIGN

Except otherwise specifically limited herein, the sizes of storefront signs shall not exceed the following limits:

A. For tenants with storefronts of up to 16 feet, a cabinet sign not to exceed 30 inches in height or 16 feet in length.

B. For tenants with storefronts of up to 17 feet to 34 feet, cabinet sign not to exceed 30 inches in height or 16 feet in length.

C. For tenants with storefronts in excess of 35 feet, cabinet sign not to exceed 30 inches in height or 24 feet in length.

D. No sign shall project beyond 10 inches from the sign panel fascia.

6. TYPE OF SIGN PERMITTED

A. Illuminated signs are required.

B. A different type sign may be permitted but, requires written approval of Landlord.

C. Dark colors are preferred as the fascia is light in color.

7. **SIGN TEXT**

Maximum sign text shall be limited to **TENANT'S** trade name as it appears in the lease. **LANDLORD** reserves the right to limit the use of **TENANT'S** customary "logo."

8. **CONTENT**

1. Lettering shall be restricted to the company name and/or title of its principal business.
2. No slogans or trade names, without owner's written approval.
3. Permits, underwriter's labels, sign fabricators, etc., shall be located so as to be completely inconspicuous.

9. **CONSTRUCTION**

A. Exposed wiring troughs or conduits are specifically forbidden on exterior of fascia sign panel.
B. All exterior signs shall be mounted so as to permit proper dirt and water drainage.
C. All penetrations of the building structure required for sign installation shall be neatly sealed in water tight condition.
D. All permits for signs and their installation shall be obtained by the **TENANT.**
E. Electrical service to all signs shall be on individual meters.
F. All exterior sign bolts, fastenings and clips shall be of hot-dipped galvanized iron, stainless steel, aluminum, brass or bronze, and no black-iron materials of any type will be permitted.
G. Any damage to fascia shall be repaired by **TENANT** at **TENANT'S** expense and to **LANDLORD'S** satisfaction and approval.
H. All exterior signs must be approved by the governing building department. **TENANTS** shall obtain necessary approval permits through the sign contractor. All signs must be affixed with a UL label.
I. No painting of any type will be permitted on fascia.
J. Upon vacating the demised premises, **TENANT** shall remove sign and restore fascia to original condition at the **TENANT'S** expense, and to the satisfaction and approval of the **LANDLORD.**

10. **APPROVAL - DRAWINGS TO BE SUBMITTED**

Two complete sets of sign drawings must be submitted to the **LANDLORD** for approval. No work is to commence until said approval is received by the **TENANT** from the **LANDLORD.** All drawings must contain the following:

A. Elevation view of storefront showing sign (drawn to accurate scale) with dimensions of height of letters, length of sign, all details regarding materials and method of construction.
B. Color sample of sign letter, graphic and style of letters.
C. Cross section view through sign letter showing location of sign relative to the storefront line and showing the dimensioned project of the face of the letter from the face of the wall.
D. **LANDLORD'S** approval shall be de deemed to constitute approval by **LANDLORD** for any **TENANT'S** sign work and shall be relieve the **TENANT'S** from the duty of conforming with any and all applicable City and County laws, ordinances, regulations and inspections.

INITIAL

IN WITNESS WHEREOF, **LANDLORD**, and **TENANT** have duly executed this lease as of the day and year first above written.

WITNESSES:

LANDLORD:
REGENCY SQUARE

JWV, INC.

Mary Dodd Casteix

Robert Sean Coley, Trustee for Mary Anne Coley Ball Irrevocable Trust of 2007

Robert Sean Coley, Trustee for Kara Elizabeth Coley Coats Irrevocable Trust of 2007

Robert Sean Coley, Trustee for The Robert Sean Coley Children's Irrevocable Trusts of 2007

Joseph M. Hocklander III

Ashley D. Hocklander Johnston

Leann L. Hocklander McElroy

see next page

TENANT: Wai Ching Fung
d/b/a: J M Liquor LLC

WITNESS:

By: _____
Wai Ching Fung

Address of Landlord for notices and other Communications:

Regency Square
c/o JW Properties, Inc.
P.O. Box 16146
Mobile, AL 36616

Address of Tenant for notices and other Communications:

Wai Ching Fung
J M Liquor LLC
4701 Airport Blvd., Suite 260
Mobile, AL 36608

IN WITNESS WHEREOF, **LANDLORD**, and **TENANT** have duly executed this lease as of the day and year first above written.

WITNESSES:

LANDLORD:
REGENCY SQUARE

JWV, INC.

Mary Dodd Casteix

Robert Sean Coley, Trustee for Mary Anne Coley Ball Irrevocable Trust of 2007

Robert Sean Coley, Trustee for Kara Elizabeth Coley Coats Irrevocable Trust of 2007

Robert Sean Coley, Trustee for The Robert Sean Coley Children's Irrevocable Trusts of 2007

Joseph M. Hocklander III

Ashley D. Hocklander Johnston

Leann L. Hocklander McElroy

TENANT: Wai Ching Fung
d/b/a: J M Liquor LLC

WITNESS:

By: _____
Wai Ching Fung

Address of Landlord for notices and other Communications:

Regency Square
c/o JW Properties, Inc.
P.O. Box 16146
Mobile, AL 36616

Address of Tenant for notices and other Communications:

Wai Ching Fung
J M Liquor LLC
4701 Airport Blvd., Suite 260
Mobile, AL. 36608

Community Risk Reduction Division
Mobile Fire Rescue Department

[redacted]

Inspections Performed by the Community Risk Reduction Division of Mobile Fire and Rescue Department are Valid 365 Days from the Date Issued

Occupant Name:	JM LIQUOR LLC	**Inspection Date:**	2/14/2024
Address:	4701 AIRPORT Boulevard	**InspectionType:**	Life Safety
City:	Mobile	**Inspected By:**	James Peavey
Suite:			

Insp. Result	Location	Code Set	Code
Pass		IFC 2021 SECTION 505 PREMISES IDENTIFICATION	505.1 - Address identification.
Pass		IFC 2021 SECTION 506 KEY BOXES	506.1 - Knox Box.
Pass		IFC 2021 SECTION 506 KEY BOXES	506.2 - Key box maintenance.
Pass		IFC 2021 SECTION 603 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS	603.4 - Clearance around electrical service equipment.
Pass		IFC 2021 SECTION 703 PENETRATIONS	703.1 - Maintenance of fire-resistance-rated construction.
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.1 - Extinguishers - where required.
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.9 - Extinguisher installation.
Pass		IFC 2021 SECTION 1013 EXIT SIGNS	1013.1 - Exits and exit access doors shall be marked by an approved exit sign.
Pass		IFC 2021 SECTION 1013 EXIT SIGNS	1013.6.3 - Exit signs power source.
Pass		IFC 2021 SECTION 1032 MAINTENANCE OF THE MEANS OF EGRESS	1032.2 - Exits and exit discharges shall be continuously maintained free from obstructions or impediments.

If you have any questions, please contact our office.

Inspector Comments: Passed the required Life Safety Fire Inspection.
Captain Peavey
Fire Inspector

CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

CERTIFICATION and SIGNATURE

WCF The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act; as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

WCF The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissionec law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

WCF The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

WCF The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

WCF Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

WCF In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant ~~Printed Name~~	Date
WAI CHING FUNG	05/27/2026
Owner/Applicant Signature	Title
	OWNER

| Application Signature

Create Date 03.04.2026

City of Mobile Consumable Hemp Products
Application Checklist

Read the following information concerning the completion of this application ...

- Complete all the areas of the application except for shaded area at the top of application. If it does not apply to your business, enter N/A
- Applicants should submit an application to the State of Alabama Alcoholic Beverage Control Board
- Documentation submitted must be legible or otherwise will need to be resubmitted
- It is the applicant's responsibly for submitting the documentation and responding to any further questions by the Revenue Department in a timely matter
- Application should be dated and signed by an Owner, Officer or Partner of the business
- Application will initiate the process for registering your business with the municipality
- Completed application and documentation can be submitted by the following methods ...
  - **Email** [redacted] Contact number 251.208.7462
  - **Fax** - 251.208.7954 • **In Person** - 205 Government Street, 2nd Floor South Tower
  - **USPS Mail** - City of Mobile Revenue Department, PO Box 3065, Mobile AL 36652-3065
- After the application and documentation is returned, reviewed and processed, the following are the next steps ...
  - Scheduled in person (owner, officer, POA) appointment for signature of application
  - At the appointment you will receive Notice Signs to be posted by you at the location notifying the intent to sale alcohol
  - Pay the required $50 non-returnable application fee
  - Date of City of Mobile City Council meeting which the application will be reviewed and/or voted on. This date is usually scheduled 2-3 weeks (Tuesday) from the date of the application signing. Any amounts due for business license and/or taxes must be paid before the paperwork is submitted to the City of Mobile City Clerk office for addition to city council agenda
- After the City of Mobile City Council votes on the application, if approval is given, the following steps are done ...
  - The Revenue Department representative will contact applicant and set-up a follow-up appointment
  - All businesses must have a business license with the appropriate coding. All required documentation must be provided for the business license prior to appointment date and time
  - Payment for any amount(s) due are expected before you receive the approval letter and/or business license, please make arrangements for this
  - At this appointment, you will sign the approval letter and business license paperwork
  - ABC Approval Letter will be provided for you to take to the State of AL ABC Board

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260519083335097

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? N/A

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? N/A

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? N/A

Contact Person
Business Phone
Fax:

H
C
E

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

PLANNING & ZONING DEPARTMENT

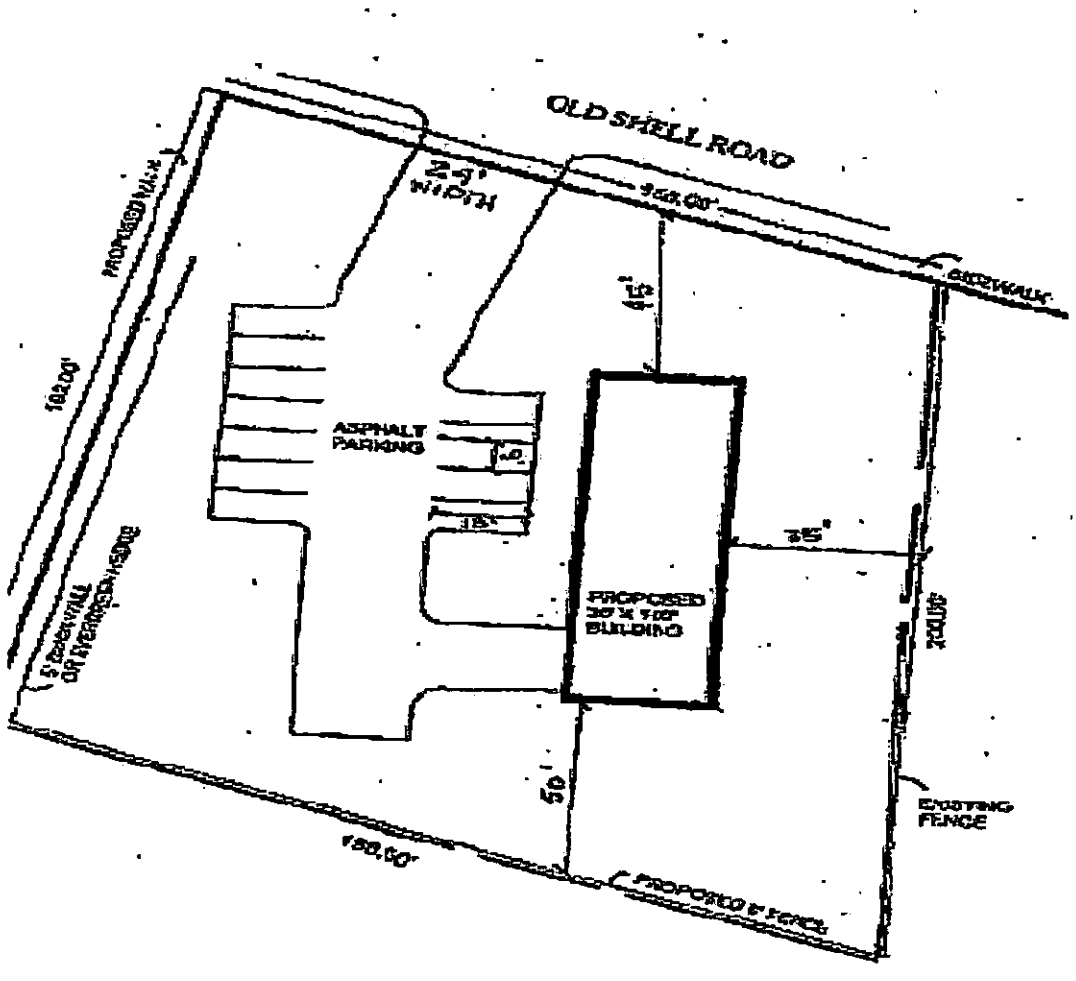
Example of Required Drawing

The drawing must illustrate the following ...

- Lot size and dimensions
- Building size and location on lot
- Size and location of each parking space which is drawn off on lot with paint
- Show location and width of driveways to the property
- Show parking aisles on drawing and give width

The drawing does not have to be drawn to scale

Dimensions, figures and/or measurements MUST be accurate



| ApplicationDrawing Example

Create Date 03.04.2026

City of Mobile Consumable Hemp Products
Application Checklist

Before completing/submitting this application

If you have purchased or are purchasing an existing business - **ALL** license renewals and/or taxes from existing account must be paid in **FULL** either by previous owner or yourself before this application is presented to the City of Mobile City Council for consideration of approval

Required Documentation .... **CHECKED boxes are REQUIRED**

- ☑ Completed License Application (ALL pages)
- ☑ Required drawing for Urban Development (unless downtown location with NO designated parking)
- ☑ State of AL ABC Board Typed/Signed Application (all pages)
- ☑ Drivers License -- for each Owner/Officer listed on application (copy must be legible)
- ☑ Background Check (if completed by ABC board)
- ☑ Business Structure (LLC, Corporation, etc.) Articles from Secretary of State
  - ALL stamped pages of the Articles included *(any amendments must be provided also)*
  - Complete Listing of all Members/Officers (include name, title, contact phone)
- ☑ Federal Employer Identification Number (FEIN) Letter from IRS
- ☑ State of Alabama Revenue Tax ID Letter
- ☑ Registered Deed or Signed/Notarized Lease Agreement

Person Completing Application Printed Name	Date
WAI CHING FUNG	05/26/2026
Person Completing Application Signature	Title
	MEMBER

The City of Mobile Revenue Department reserves the right to request required additional documentation and/or information from the applicant

CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

CLEARLY PRINT OR TYPE ALL INFORMATION
ALL BOXES ARE REQUIRED TO BE COMPLETED

City of Mobile Revenue Department
PO Box 3065 Mobile AL 36652-3065
Phone 251.208.7462 / Fax 251.208.7954

Internal Office Use Only

Territory	Council Agenda Date	Application #	Account #	NAICS Code(s)	Bill Number(s)	Amount Due	Completed By
		5795	115894				

Application Information

Application Date	Application Type	New Owner Start Date	Transfer - ABC License?
05/26/2026	☑ New Business ☐ New Owner ☐ Location Change	05/26/2026	☑ No ☐ Yes

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☑ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 700 - Specialty Retailer of Consumable Hemp Products
☐ 710 - Pharmacy Consumable Hemp Products ☐ 720 - Retail Food Store Consumable Hemp Products

Following Products to be Sold (*MUST* match with ABC Board) - check ALL that apply

☑ Beverages ☑ Edibles ☑ Topicals ☑ Sublingual ☑ Other (explain)

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)	ABC License Number	Any ABC Pending Action(s)
JMLIQUOR LLC	JMLIQUOR	012094649	☑ No ☐ Yes

If Location Change, Previous Address (Street Address & Zip Code)	Relocation Date

Business Information

Currently Operating by Applicant	If Yes, Start Date	If No, Anticipated Start Date	Currently Holds ABC license at location
☐ No ☑ Yes	10/01/2020		☐ No ☐ Yes

Description/Type

☐ Pharmacy ☐ Retail Food Store ☐ Specialty Retailer of Consumable Hemp Products ☑ Other LIQUOR STORE

Structure	Entity ID	Incorp Date	State	County
☐ Sole Proprietorship ☑ Limited Liability Company ☐ Corporation	592-527	11/12/2019	AL	MOBILE

Legal Business Name	Trade Name (DBA - Doing Business As)
JM LIQUOR	JM LIQUOR

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
4701 AIRPORT BLVD, SUIT 260	MOBILE	AL	36608

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
4701 AIRPORT BLVD, SUIT 260	MOBILE	AL	36608

Company - Phone Number	Federal Tax ID (FEIN) - IRS	State of AL Tax ID Number
	84-3667116	R010724329

Business Contact Person Information

Name	Title	Phone	Email
WAI CHING FUNG	OWNER	[redacted]	

Land/Building Information	Display Square Footage	Building Square Footage
Do you own or rent/lease the property? ☐ Own ☑ Rent/Lease	1,800	1,800

Property Owner Name	Prop Owner Phone	Property Owner Email
JWV INC		

Property Owner Address	Property Owner City	State	Zip Code
3800 AIRPORT BLVD SUITE 210 MOBILE, AL 36608	MOBILE	AL	36608

Business Information Continued

Land/Building Information ... *Does the location have ...*

- ☐ Yes ☒ No Fully equipped and operational kitchen
- ☐ Yes ☒ No Habitually and principally provide food to the public
- ☐ Yes ☒ No Equipped with services and facilities for on premises consumption
- ☐ Yes ☒ No Patio Area
- ☒ Yes ☐ No Restroom Facilities
- ☒ Yes ☐ No Primarily Operated as Package Store

Building Structure Type: ☐ Single ☒ Shopping Center ☐ Hotel ☐ One Story ☐ Multi-Story

ABC License Covers: ☐ Entire Structure ☐ Portion of ☒ Single Floor

Owner(s), Officers or Partners (attach a separate sheet if necessary) ***Copy of Drivers License must be provided***

1. Full Name (Last, First Middle, Suffix)	Title	Date of Birth	Place of Birth (City, State, Nation)
WAI CHING FUNG	MEMBER		

Social Security #	Drivers License (State & #)	Contact Number	Email

Home Street Address	City	State	Zip Code

Have you been charged (whether convicted or not) with any law violation(s) in the past ten (10) years? *(use separate sheet if necessary)*

If Yes, Violation	Arresting Agency	Arrest Date	Disposition
☐ Yes ☒ No			

Do you have any existing State of Alabama ABC License(s) with any entity in your name? *(use separate sheet if necessary)*

If Yes, Legal Business Name	Business Trade Name/DBA	Address (Street, City, Zip Code)
☒ Yes ☐ No JMLIQUORLLC	JMLIQUOR	4701 AIRPORT BLVD, SUIT 260, MOBILE, AL 36608

2. Full Name (Last, First, Middle, Suffix)	Title	Date of Birth	Place of Birth (City, State, Nation)

Social Security #	Drivers License (State & #)	Contact Number	Email

Home Street Address	City	State	Zip Code

Have you been charged (whether convicted or not) with any law violation(s) in the past ten (10) years? *(use separate sheet if necessary)*

If Yes, Violation	Arresting Agency	Arrest Date	Disposition
☐ Yes ☐ No			

Do you have any existing State of Alabama ABC License(s) with any entity in your name? *(use separate sheet if necessary)*

If Yes, Legal Business Name	Business Trade Name/DBA	Address (Street, City, Zip Code)
☐ Yes ☐ No		

Power of Attorney (POA) Information ***Copy of Drivers License must be provided***

Full Name (Last, First, Middle, Suffix)	Title	Date of Birth	Drivers License (State & Number)

Home Street Address	City	State	Zip Code	Contact Phone Number

- ☐ Yes ☒ No Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined?
- ☐ Yes ☐ No Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked?
- ☐ Yes ☐ No Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed?

CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process a **consumable hemp products** application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date:	☐ Pharmacy ☐ Retail Food Store ☐ Specialty Retailer ☑ Other **LIQUOR STORE**

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☑ 011 - Lounge Retail Liquor (Class II) - Package Store
☐ 700 - Specialty Retailer of Consumable Hemp Products
☐ 710 - Pharmacy Consumable Hemp Products
☐ 720 - Retail Food Store of Consumable Hemp Products

Following Products to be Sold (*MUST* match with ABC Board) - check ALL that apply

☑ Beverages ☑ Edibles ☑ Topicals ☑ Sublingual ☑ Other (explain)

Legal Business Name	Trade Name (DBA)
JM LIQUOR	**JM LIQUOR**

Company Physical Address (Street Address Suite #)	City	State	Zip Code
4701 AIRPORT BLVD, SUIT 260	**MOBILE**	**AL**	**36608**

Business Contact Person Information

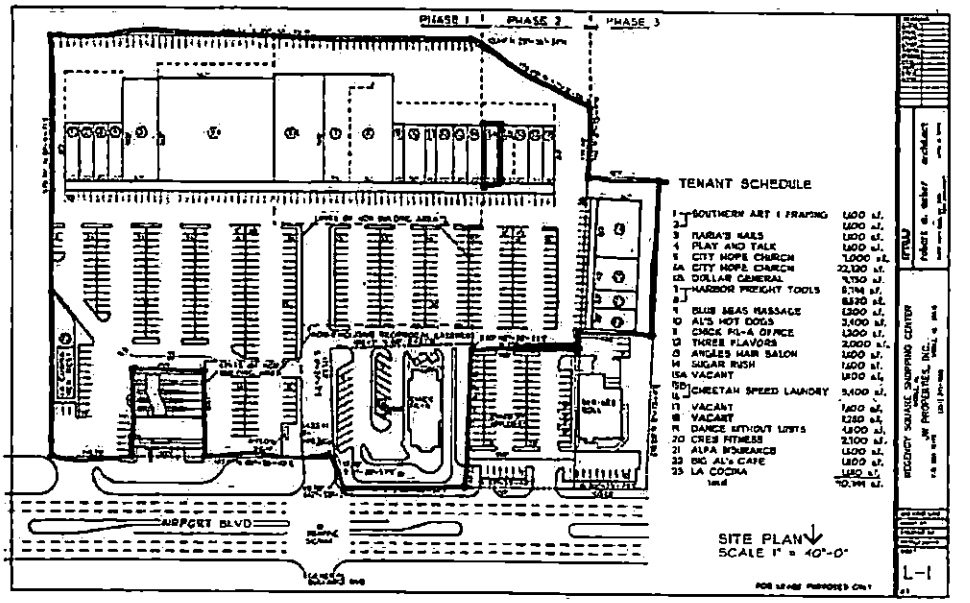
Name	Title	Phone	Email
WAI CHING FUNG	**OWNER**		

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
1,800	5+	5	Yes	B-2	Yes

Comments:

Print Name	Signature	Date
D. Logan Anderson	D. Logan Anderson	06/05/2026


PHASE 1
PHASE 2
PHASE 3
TENANT SCHEDULE
SITE PLAN
SCALE 1" = 40'-0"
L-1

CITY OF MOBILE

REVENUE DEPARTMENT

June 4, 2026

JM LIQUOR

4701 AIRPORT BLVD STE 260

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 115894 TERRITORY 6

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2326669	12/2026	ALCOHOL APPLICATION FEE (LIQUOR & CONSUMABLE HEMP) APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

[redacted]

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

[redacted]

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer (Off Premises Only) License
Submitted by:	M&M1, LLC
Location:	Quick Stop 5318 Overlook Road Mobile, AL 36618

Adopted:

_____
City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	Li	
06/08/2026	TRANSFER - OWNERSHIP	2026 - 5797		June 16, 2026

Transfer of ownership 7

NOTE: If this letter is altered, or changed in any way,
Alabama Alcoholic Beverage Con

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
050 - RETAIL BEER (OFF PREMISES ONLY)

Legal Business Name
M&M1 LLC

Trade Name (DBA)
QUICK STOP

Location Address
5318 OVERLOOK ROAD

City, State, Zip Code
MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	
06/08/2026	TRANSFER - OWNERSHIP	2026 - 5797	132922	7	June 16, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
050 - RETAIL BEER (OFF PREMISES ONLY)

Legal Business Name
M&M1 LLC

Trade Name (DBA)
QUICK STOP

Location Address
5318 OVERLOOK ROAD

City, State, Zip Code
MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/08/2026	TRANSFER - OWNERSHIP	2026 - 5797	132922	7	June 16, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	

Business Information

Legal Business Name	Trade Name (DBA)
M&M1 LLC	QUICK STOP

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	08/25/2025	001-207-515	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
39-4011221	R012664464		

Physical Address (Street Address, Suite #)	City	State	Zip Code
5318 OVERLOOK ROAD	MOBILE	AL	36618

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
5318 OVERLOOK ROAD	MOBILE	AL	36618

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Contact Person Information

Name	Title	POA	Phone	Email
SAMET MOHAMMED	MEMBER		[redacted]	

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
QUICK STOP MOBILE BUS INC	QUICK STOP

ABC License Type	License Number	Any ABC Pending Actions
050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)	123725	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
QUICK STOP MOBILE LLC	[redacted]	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
27821 STATE HIGHWAY 181 UNIT 2502	DAPHNE	AL	36526

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
1,500	0	YES	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	NO
Will the business be operated primarily as a package store?	NO

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)
MOHANED SAMET	MEMBER	

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)
JAMES KECK	POA		

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code	Phone Number
	MOBILE	AL		

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials JSK POA

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

JAK POA

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

JAK POA

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

JAK POA

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

JAK POA

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

JAK POA

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

JAK POA

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

JAK POA

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
JAMES A KECK	6-9-2026
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
James A. Keck	POA

Sworn to and subscribed before me this 9th day of June 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		February 11, 2030

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

Legal Business Name

M&MI LLC

Trade Name (DBA)

QUICK STOP

Location Address

5318 OVERLOOK ROAD

Zip Code

36618

Application Number

2026 - 5797

Notice Post Date @ Location

06/08/2026

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

June 16, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

James A Keck

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

M&M1 LLC

dba QUICK STOP

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and

for the premises located at

5318 OVERLOOK ROAD , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on June 16, 2026 for application number 2026 - 5797

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

James A Keele
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/08/2026	TRANSFER - OWNERSHIP	2026 - 5797	132922	7	June 16, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage and/or consumable hemp product(s) license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

Legal Business Name

M&M1 LLC

Trade Name (DBA)

QUICK STOP

Location Address

5318 OVERLOOK ROAD

City, State, Zip Code

MOBILE AL 36618

Contact Person Information Name	Title	POA	Phone	Email
SAMET MOHAMMED	MEMBER			

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 09/01/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Lynn Harris

Revenue Department Representative

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260406110202395

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY)
990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS

State: **County:**

Trade Name: QUICK STOP

Filing Fee:

Applicant: M AND M 1 LLC

Transfer Fee: $100.00

Location Address: 5318 OVERLOOK RD MOBILE, AL 36618

Mailing Address: 5318 OVERLOOK RD MOBILE, AL 36618

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-207-515

Do you sell Draft Beer?: N/A

Date Incorporated: 08/25/2025 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/25/2025

Federal Tax ID: 39-4011221 **Alabama State Sales Tax ID:** R012664464

Name:	Title:	Date and Place of Birth:	Residence Address:
MOHAMED ALI MOHAMAD SAMET	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260406110202395

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Pers	MET	**Hor**	
Business Pho		**Cell**	
Fax:		**E-m**	

PREVIOUS LICENSE INFORMATION:
Trade Name: QUICK STOP
Applicant: QUICK STOP MOBILE BUS INC

Previous Vendor Number: 123725

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260406110202395

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: QUICK STOP MOBILE LLC 251-233-1007

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 1500

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260406110202395

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

Confirmation Number: 20260406110202395

Initial each	Signature page
MS	In reference to law violations, I attest to the truthfulness of the responses given within the application.
MS	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
MS	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
MS	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
MS	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
MS	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
MS	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): MOHAMED SAMET

Signature of Applicant: Samet

Notary Name (print): Natalie Bryan

Notary Signature: Natalie Bryan

Commission expires: 2-13-2030

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**

Submitted to Local Government: **Received from Local Government:**

Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260406110202395

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER CONVENIENCE STORE

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on August 24. 2025. is between:

The **Lessor** is a business entity known as Quick Stop Mobile LLC with a mailing address of 27821 State Highway 181. Unit 501. Daphne. Alabama. 36526. hereinafter referred to as the "Lessor."

AND

The **Lessee** is a business entity known as M&M1 LLC with a mailing address of the Property's Address. hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described 2010 square feet (SF) of retail space located at 5318 Overlook Rd Mobile. Alabama. 36618.

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local. State. and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on August 24. 2025. and expire at Midnight on August 24.2035 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of $5.000.00 for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 3rd of every month.

Rent shall be paid CHECK

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds. or any other reason for it to be returned. the Lessee will be subject to a fee of $50 in addition to any late fee.

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of $50 daily until the rent is fully satisfied. including any late payment fees. if the rent is not paid after the 1st day payment is due.

OPTION TO RENEW. The Lessee shall not have the right to renew this Lease Agreement.

EXPENSES. In accordance with a Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties. and they hereby agree. that in addition to the Rent. the Lessee shall be obligated to pay the following expenses to the Lessor on a per month basis:

OPERATING EXPENSES. The Lessor shall have no obligation to provide any services. perform any acts or pay any expenses. charges. obligations or costs of any kind whatsoever with respect to the Premises. and Lessee hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any renewals thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to Lessor of operating and maintaining the Premises. and shall include. heating. air conditioning. electricity. water. waste disposal. sewage. operating materials and supplies. service agreements and charges. lawn care. snow removal. restriping. repairs. repaving. cleaning and custodial. security. insurance. the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses. and all other direct operating costs of operating and maintaining the Premises and related parking areas. unless expressly excluded from operating expenses.

INSURANCE. The Lessee shall provide and maintain personal liability insurance. The Lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease Agreement. The insurance shall protect and indemnify the Lessor of any injury. death. or property damage to occur on the Buisness to the limits of $1.000.000.00.

UTILITIES. The Lessee shall be responsible for any and all utilities to the Premises in relation to the total property area.

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will provide the following furnishings to the Lessee upon the start of this Lease's Initial Term: REGISTER. ICE MACHINE

PARKING. Parking shall be provided to the Lessee in a dedicated manner provided on the Premises. There shall be a total number of 10 parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements. alterations or changes of any nature. (except for those listed on any attached addenda) shall be made to the leasehold

Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire

insurance policy. and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee. then Lessee shall pay to Lessor. upon demand. such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease. or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises. then in every such cause. the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor. at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood. however. in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore. replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall. during the term of this Lease. and in the renewal thereof. at its sole expense. keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease. reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore. the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal. state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost. if any. which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal. state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal. state. or local laws. ordinances. rules. decrees. orders. regulations. or court decisions relating to hazardous substances. hazardous materials. hazardous waste. toxic substances. environmental conditions on. under. or about the Premises. the Building. or the Property. or soil and ground water conditions. including. but not limited to. the Comprehensive Environmental Response. Compensation and Liability Act of 1980 (CERCLA). the Resource Conservation and Recovery Act (RCRA). the Hazardous Materials Transportation Act. any other law or legal requirement concerning hazardous or toxic substances. and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein. or any part thereof. when the same are due and payable. or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days. after receiving notice of said default. then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property. equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed. that if the Lessee is in default. that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment. to prevent the unauthorized removal of said property or equipment which threatened action

would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Alabama. If the Lessor and Lessee fail to resolve the dispute through mediation, then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such

mortgage. or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure. or other default proceedings under said mortgage. obligation secured thereby. or Lease. so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.
Lessee shall. in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part. or in the event of any proceedings brought for the foreclosure of. or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises. attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules. regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law. rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured. nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore. Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door. wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter. Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore. Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises. Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use. and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants. shopping centers. office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners. operators. lessors. and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessee.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or

showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection. maintenance or repair of the building. In accordance with State and local laws. the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time. upon at least ten (10) days prior notice by Lessor. shall execute. acknowledge and deliver to Lessor. and or to any other person. firm or corporation specified by Lessor. a statement certifying that the Lease is unmodified and in full force and effect. or if the Lease has been modified. then that the same is in full force and effect except as modified and stating the modifications. stating the dates to which the fixed rent and additional rent have been paid. and stating whether or not there exists any default by Lessor under this Lease and. if so. specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation. expiration or sooner termination of the Lease. or any renewal thereof. without the execution of a new Lease or addendum. such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month plus an additional S holdover penalty. terminable upon thirty 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Alabama.

NOTICES. Notices shall be addressed to the following:

Lessee: M&M1 LLC
5318 Overlook Rd. Mobile. Alabama. 36618

ADDITIONAL TERMS AND CONDITIONS.

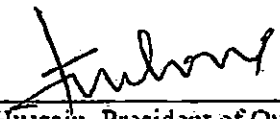
PERSONAL GUARANTEE BY LESSEE. This Lease Agreement shall be personally guaranteed by MOHAMMED ALI MOHAMAD SAMET referred to as the "Guarantor(s)" and shall unconditionally guarantee the payment of the rent along with any other financial duties or obligations.

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal. invalid or unenforceable. such term shall be limited to the extent necessary to make it legal and enforceable. and. if necessary. severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and or their respective successors. heirs. assigns. executors and administrators.

LESSOR SIGNATURE

Signature  Date _____
Mohammed Hussain. President of Quick stop Mobile LLC

LESSEE SIGNATURE

Signature  Date _____
MOHAMMED ALI MOHAMAD SAMET. PRESIDENT

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-27-2025

Employer Identification Number:
39-4011221

Form: SS-4

Number of this notice: CP 575 A

M&M1 LLC
QUICK STOP
% mohamed a samak SOLE MBR

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-4011221. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2026
Form 941	01/31/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION: If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be

sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- Refer to this EIN on your tax-related correspondence and documents.
- Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is M&M1. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A
9999999999

Your Telephone Number Best Time to Call
( ) -

DATE OF THIS NOTICE: 08-27-2025
EMPLOYER IDENTIFICATION NUMBER: 39-4011221
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

M&M1 LLC
QUICK STOP
[redacted] SOLE MBR

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

M&M1 LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012664464	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd

Deputy Commissioner

NAICS CODE: 457110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5318 OVERLOOK RD MOBILE AL 36618-2331

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   M&M1 LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): MOHAMED A SAMET

   Street (**no PO Boxes**) address of registered office (must be located in Alabama): _____

   _____

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address): _____

   _____

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

(For SOS Office Use Only)

Alabama
Sec. Of State

001-207-515 DLL

Date	08/25/2025
Time	15:58:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 8 / 25 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 03 : 58 ☐ AM or ☑ PM. (cannot be noon or midnight – 12:00)

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

8 / 25 / 2025
Date (MM/DD/YYYY)

MOHAMED SAMET
Signature as required by 10A-5A-2.04

MEMBER
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	[illegible]
MOHAMED A SAMET		

Wes Allen
Secretary of State

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

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

M&M1 LLC

This name reservation is for the exclusive use of MOHAMED SAMET, 7577 WILLOW CIR, MOBILE, AL 36695-4490 for a period of one year beginning August 25, 2025 and expiring August 25, 2026

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

August 25, 2025

Date

Wes Allen **Secretary of State**

RES238595

M&M1 LLC

MOHAMED ALI SAMET IS THE SOLE MEMBER OF M&M1 LLC

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

M&M1 LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012664464	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

NAICS CODE: 457110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5318 OVERLOOK RD MOBILE AL 36618-2331

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

ALL THAT TRACT OF LAND FROM INTER OF THE N ROW LINE OF OVERLOOK RD WITH THE W ROW LINE OF OLD MOFFAT RD RUN N 89 DEG 37 MIN W 699.44 FT ALG THE N ROW LINE OF OVER LOOK RD TO THE POB OF PPTY HERIN DESC CONT TH ALG THE N ROW LINE OF OVERLOOK RD N 89 DEG 36 MIN 29 SEC W 149.93 FT TO A PT THE RUN N 00 DEG 34 MIN 34 SEC E 120.03 FT TO A PT TH RUN S 89 DEG 37 MIN 00 SEC E 150.01 FT TO A PT TH RUN S 00 DEG 36 MIN 53 SEC W 120.05 FT TO THE POB CONTAN .41 ACRES M/L (STORE #10) #SEC 03 T4S R2W #MP28 02 0

Ownership Type | Company Name

The above described property is ☐ Owned ☑ Leased to/by **M&M1 LLC**

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 8 day of June 2026

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Natalie Bryan	Natalie Bryan	2-13-2030

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
QUICK STOP MOBILE LLC	MOHAMED SABIET
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
27821 STATE HIGHWAY 181 UNIT 2502	5318 OVERLOOK RD
City, State, Zip	City, State, Zip
DPHNE AL 36526	MOBILE AL 36618
Date Agreement Signed	Date Agreement Signed
6-8-26	6-8-26

Revision Date 10.23.2023

| Application Property Ownership

[redacted]

Community Risk Reduction Division
Mobile Fire Rescue Department

2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484

Inspections Performed by the Community Risk Reduction Division of Mobile Fire and Rescue Department are Valid 365 Days from the Date Issued

---

Occupant Name:	QUICK STOP	**Inspection Date:**	9/29/2025
Address:	5318 OVERLOOK Road	**InspectionType:**	Life Safety
City:	Mobile	**Inspected By:**	Edgar English
Suite:			

Insp. Result	Location	Code Set	Code
Pass		IFC 2021 SECTION 505 PREMISES IDENTIFICATION	505.1 - Address numeric size required to meet "Address Visibility Chart" for street address side of structure. All exterior doors of a multi-tenant structure shall identify the address of each tenant space. (see photo 1.1)
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.1 - Extinguishers mounted in an accessible and visible location as required. (see photo 2.1, 2.2)
N/A		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.4.2 - Class K portable fire extinguishers for deep fat fryers.
N/A		IFC 2021 SECTION 104 DUTIES AND POWERS OF THE FIRE CODE OFFICIAL	104.2 - Permits required to install fire suppression systems or make changes to a structure required by this code or IBC.
N/A		IFC 2021 SECTION 109 MAINTENANCE	109.3 - Required to maintain 3 years of all fire protection system inspections on premises for AHJ review.
N/A		IFC 2021 SECTION 312 VEHICLE IMPACT PROTECTION	312.1 - Vehicle impact protection for fire protection systems and equipment interior and exterior of structure.
N/A		IFC 2021 SECTION 315 GENERAL STORAGE	315.3 - Combustible materials shall not be stored within 24" of ceiling height or 18" of sprinkler head. No storage allowed within 3' of any fire protection system. No combustible storage allowed in utility rooms or under stairways.
N/A		IFC 2021 SECTION 319 MOBILE FOOD PREPARATION VEHICLES	319.3 - Exhaust hood.
N/A		IFC 2021 SECTION 401 GENERAL	401.2 - Verify emergency procedures, training and fire safety plans in all relevant occupancies.
N/A		IFC 2021 SECTION 503 FIRE APPARATUS ACCESS ROADS	503.3 - Identification of fire staging area and fire access roads to be designated with signs and/or painted fire lanes.

N/A	IFC 2021 SECTION 504 ACCESS TO BUILDING OPENINGS AND ROOFS	504.1 - Exterior doors and openings are maintained and accessible for emergency access.
N/A	IFC 2021 SECTION 506 KEY BOXES	506.1 - Knox entry required for all structures with fire protection systems, gates blocking fire apparatus access and an elevator Knox box is required for all elevator lobbies with firefighter operating capabilities.
N/A	IFC 2021 SECTION 509 FIRE PROTECTION AND UTILITY EQUIPMENT IDENTIFICATION AND ACCESS	509.1 - Identification of fire protection equipment, equipment rooms and all utility rooms. Interior 1" lettering. Exterior 2" lettering.
Pass	IFC 2021 SECTION 603 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS	603.1 - Electrical panels clear of storage, no open junction boxes or joined wires not in a junction box. Extension cords only for temporary use.
N/A	IFC 2021 SECTION 606 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS	606.2 - Cooking that produces grease vapors shall not be allowed in a commercial business without correct fire protection and ventilation.
N/A	IFC 2021 SECTION 608 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS	608.3 - Commercial cooking equipment is operating as intended, maintained, and clean from grease accumulation.
Pass	IFC 2021 SECTION 703 PENETRATIONS	703.1 - All fire rated construction maintained per the fire code.
Pass	IFC 2021 SECTION 807 DECORATIVE MATERIALS AND ARTIFICIAL DECORATIVE VEGETATION IN NEW AND EXISTING BUILDINGS	807.2 - Combustible decorative materials limited 10% of ceiling/wall area.
N/A	IFC 2021 SECTION 901 GENERAL	901.6 - Fire protection systems maintenance.
N/A	IFC 2021 SECTION 907 FIRE ALARM AND DETECTION SYSTEMS	907.2.11.2 - Smoke alarms required for Residential Occupants.
N/A	IFC 2021 SECTION 912 FIRE DEPARTMENT CONNECTIONS	912.4 - Access to fire department connections.
Pass	IFC 2021 SECTION 1003 GENERAL MEANS OF EGRESS	1003.6 - Obstructed means of egress.
N/A	IFC 2021 SECTION 1004 OCCUPANT LOAD	1004.9 - Posting of occupant load.
Pass	IFC 2021 SECTION 1008 MEANS OF EGRESS ILLUMINATION	1008.2 - Emergency Lights - where required.
N/A	IFC 2021 SECTION 1010 DOORS, GATES AND TURNSTILES	1010.1 - Fire emergency egress doors meet fire code requirements.
N/A	IFC 2021 SECTION 1010 DOORS, GATES AND TURNSTILES	1010.2.5 - Deadbolts prohibited.

[redacted]

Pass	IFC 2021 SECTION 1013 EXIT SIGNS	1013.1 - Exits and exit access doors shall be marked by an approved exit sign with secondary emergency power source.
N/A	IFC 2021 SECTION 1203 EMERGENCY AND STANDBY POWER SYSTEMS	1203.5 - Emergency and standby power system maintenance.
N/A	IFC 2021 SECTION 5001 GENERAL	5001.5.2 - Hazardous Materials Inventory Statement (HMIS).
N/A	IFC 2021 SECTION 5303 GENERAL REQUIREMENTS	5303.5.3 - Securing compressed gas containers, cylinders and tanks.
N/A	IFC 2021 SECTION 5704 STORAGE	5704.3.4.4 - Indoor storage of combustible liquids.

If you have any questions, please contact our office.

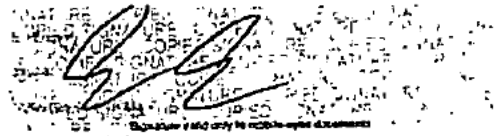
Inspector Comments: Inspection ok for business license
Captain English 09/29/25

Company Representative:



Mohamed samet
9/29/2025

Inspector:



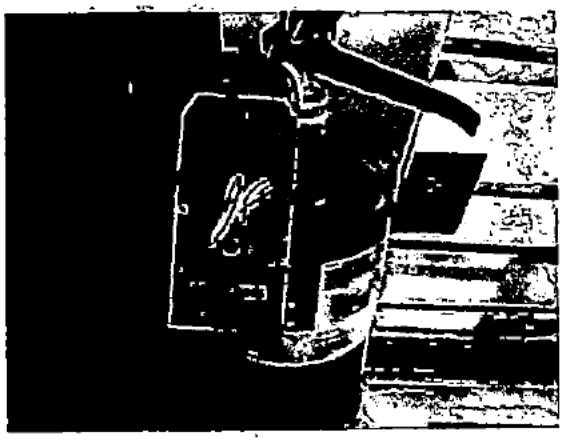
E J English
9/29/2025

[redacted]

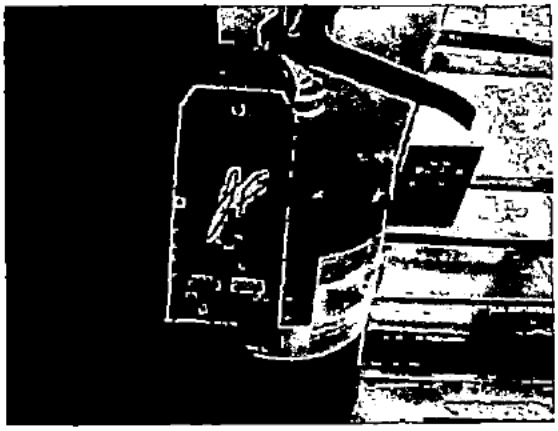
1.1 - 505.1.



2.1 - 906.1.



2.2 - 906.1.



Ref: 31978

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36104

[redacted]

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

October 14, 2025

Mohamed Samet

Dear. Mr. Samet,

The ALEA Criminal Justice Information Services Division has received and processed your request for Alabama Criminal History Record Information (CHRI).

No state criminal records associated with the information you provided in your application exist in Alabama criminal history records. Please note that updates to your criminal history may occur at any time. If you require an updated state CHRI in the future, you should request a new version.

Please contact the Criminal Justice Information Services Division if you have any questions.

Sincerely,

Na'Kesha Vane

Nakesha Vane, Record Check Supervisor
Criminal Justice Information Services Division



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-173662-2026
Issue Date: 06/02/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022802034000122.	--	

Business Name	Issued To	Zoning Districts
M & M 1 LLC	Name: MOHAMMED AL SAMGET Company: M & M 1 LLC Address: 5318 Overlook Rd MOBILE, AL 36618 Phone:	B-2

This Zoning Classification Allows the property to be used for:

CONVENIENCE STORE WITH FUEL SALES

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler [redacted]

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and Issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☐ New Owner ☐ Location Change	☐ No ☐ Yes Relocation Date:	☑ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☑ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☑ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
M&M1 LLC	QUICK STOP

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
5318 OVERLOOK RD	MOBILE	AL	36618

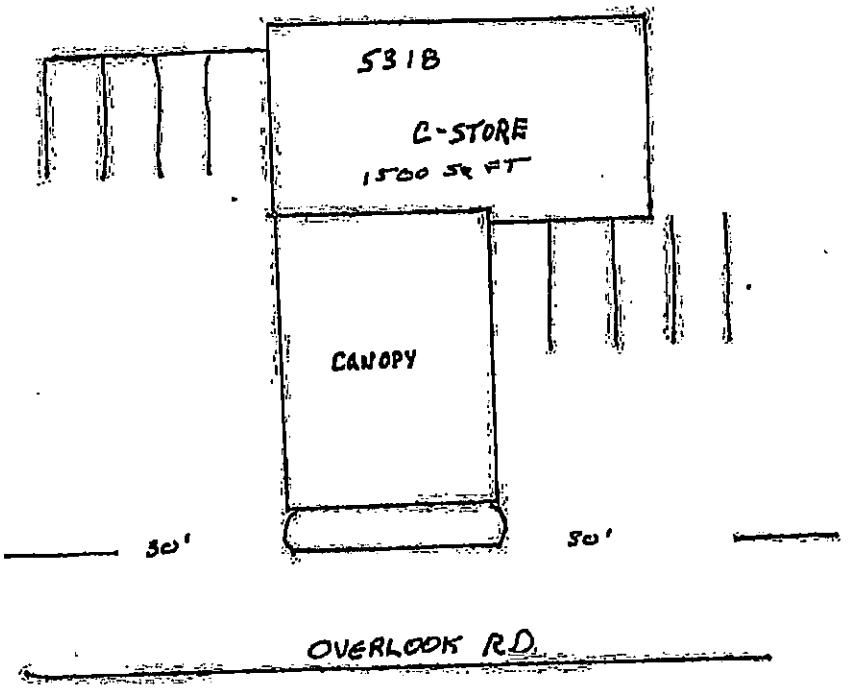
Business Contact Person Information			
Name	Title	Phone	Email
MOHANED SAMET	MEMBER		

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
1,500	8	5	✓	B-2	✓

Comments: EXISTING CONVENIENCE STORE

Print Name	Signature	Date
CALDWELL C. WHITTLER	Caldwell C. Whittler	6-9-2026


5318
C-STORE
1500 SQ FT
CANOPY
50'
50'
OVERLOOK RD.

City of Mobile DEPARTMENT OF REVENUE

Power of Attorney and Declaration of Representative

NOTE: If you have questions concerning the completion of this form, please refer to the instructions for Federal Form 2848 (revised March 2012). This form is very similar to the federal form.

CAUTION: A separate Form should be completed for each taxpayer.

PART I – POWER OF ATTORNEY

1 TAXPAYER INFORMATION

TAXPAYER NAME AND ADDRESS (Please Type or Print)	SOCIAL SECURITY NUMBER
M&M 1 LLC 5318 OVERLOOK RD MOBLE, AL 36618	EMPLOYER IDENTIFICATION NUMBER 39-4011221

Hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

2 REPRESENTATIVE(S) (Please Type or Print) Must sign and date this form on page 2, part II. By designating a representative in Part I, Section 2, the taxpayer authorizes the Department to discuss or share information specifically listed in Part I, Section 3 with the authorized representative. All official correspondence from the Department will be sent to the taxpayer. It will be the taxpayer's responsibility to distribute document(s) to their representative.

NAME AND ADDRESS	TELEPHONE NUMBER / FAX NUMBER
JAMES A KECK 5920 GRELOT RD STE D-1 MOBLE, AL 36609	TELEPHONE NUMBER (251) 380-0709 FAX NUMBER (251) 380-2047
NAME AND ADDRESS	TELEPHONE NUMBER ( ) FAX NUMBER ( )
NAME AND ADDRESS	TELEPHONE NUMBER ( ) FAX NUMBER ( )

To represent the taxpayer before the Mobile Department of Revenue for the following tax matters:

3 TAX MATTERS

TYPE OF TAX (Individual, Corporate, Sales, etc.)	TAX FORM NUMBER (12, 13, 3, 7, 14, etc.)	YEAR(S) or PERIOD(S)
RETAIL WINE AND BEER		2026
APPLICATION		

4 ACTS AUTHORIZED

Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) is (are) not authorized to execute a request for disclosure of tax returns or return information to a third party, substitute another representative or add additional representatives, or sign certain tax returns.

☐ Disclosure to third parties; ☐ Substitute or add representative(s); ☐ Sign a return; _____

EXCEPTIONS

List any specific deletions to the acts otherwise authorized in this power of attorney: _____

5 RETENTION / REVOCATION OF PRIOR POWER(S) OF ATTORNEY

The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Mobile Department of Revenue for the *same* tax matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here. ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

6 SIGNATURE OF TAXPAYER

If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **If this power of attorney is not signed and dated, it will be returned to the taxpayer.**

SIGNATURE	DATE	TITLE (If Applicable)
	6-9-2026	Member

Mohamed Samet
PRINT NAME

PART II – DECLARATION OF REPRESENTATIVE

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Treasury Department Circular No. 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer identified in Part I for the tax matter(s) specified there; and
- I am one of the following:
  - a. Attorney – a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b. Certified Public Accountant – duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - c. Enrolled Agent – enrolled as an agent under the requirements of Treasury Department Circular No. 230.
  - d. Officer – a bona fide officer of the taxpayer's organization.
  - e. Full-Time Employee – a full-time employee of the taxpayer.
  - f. Family Member – a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
  - g. Enrolled Actuary – enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Service is limited by section 10.3(d)(1) of Treasury Department Circular No. 230).
  - h. Unenrolled Return Preparer – an unenrolled return preparer under section 10.7(c)(1)(viii) of Treasury Department Circular No. 230.
  - i. Registered Tax Return Preparer – registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. See **Notice 2011-6 and Special rules for registered tax return preparers and unenrolled and return preparers in the instructions.**
  - j. Student Attorney or CPA – receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.
  - k. Enrolled Retirement Plan Agent – enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ **If this declaration of representative is not signed and dated, the power of attorney will be returned.**

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "jurisdiction" column.

DESIGNATION – INSERT ABOVE LETTER (a-k)	JURISDICTION (State) or ENROLLMENT CARD NO.	SIGNATURE	DATE
b	3553		06/09/2026

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Table Wine (Off Premises Only) License
Submitted by:	M&M1, LLC
Location:	Quick Stop 5318 Overlook Road Mobile, AL 36618

Adopted:

_____
City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6
CITY CLERK

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
	NEW APPLICATION	2026 - 5797	132922	7	June 16, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applican ed within the City's corporate limits, to the issuance of:

new & licensed

License Type(s)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

M AND M 1 LLC

Trade Name (DBA)

QUICK STOP

Location Address

5318 OVERLOOK RD

City, State, Zip Code

MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6
CITY CLERK

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
	NEW APPLICATION	2026 - 5798	132922	7	June 16, 2026

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name
M AND M 1 LLC

Trade Name (DBA)
QUICK STOP

Location Address
5318 OVERLOOK RD

City, State, Zip Code
MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
	NEW APPLICATION	2026 - 5	132922	7	June 16, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	

Business Information

Legal Business Name	Trade Name (DBA)
M AND M 1 LLC	QUICK STOP

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	08/25/2025	001-207-515	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
39-4011221	R012664464		

Physical Address (Street Address, Suite #)	City	State	Zip Code
5318 OVERLOOK RD	MOBILE	AL	36618

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
5318 OVERLOOK RD	MOBILE	AL	36618

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Contact Person Information

Name	Title	POA	Phone	Email
MOHANED SAMET	MEMBER			

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
QUICK STOP MOBILE LLC		

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
27821 STATE HIGHWAY 181 UNIT 2502	DAPHNE	AL	36526

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
1,500	0	YES	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	NO
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials MS / POA

City of Mobile ABC Licensing & Compliance Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
SAMET, MOHAMED ALI	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
	MOBILE	AL	
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	
YEMEN			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)
JAMES KECK P.C.	POA		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code** / **Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

JAK POA

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

JAK POA

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

JAK POA

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

JAK POA

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

JAK POA

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

JAK POA

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

JAK POA

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
JAMES A KECK	6-9-2026
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
James A Keck	POA

Sworn to and subscribed before me this 10th day of June 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		February 11, 2030

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

M AND M 1 LLC

Trade Name (DBA)

QUICK STOP

Location Address

5318 OVERLOOK RD

Zip Code

36618

Application Number

2026 - 5

Notice Post Date @ Location

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

June 16, 2026

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

City of Mobile ABC Licensing & Compliance Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

M AND M 1 LLC

dba QUICK STOP

has made application to the City Council of the City of Mobile for a

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

5318 OVERLOOK RD , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

June 16, 2026 for application number 2026 - 5

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Jamie A Keck
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
	NEW APPLICATION	2026 - 5	132922	7	June 16, 2026

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage and/or consumable hemp product(s) license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

M AND M 1 LLC

Trade Name (DBA)

QUICK STOP

Location Address

5318 OVERLOOK RD

City, State, Zip Code

MOBILE AL 36618

Contact Person Information				
Name	Title	POA	Phone	Email
MOHANED SAMET	MEMBER			

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 09/09/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Lynn Harris

Revenue Department Representative

Letter to City Council

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260417161937230

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Trade Name: QUICK STOP **Filing Fee:** $50.00

Applicant: M AND M 1 LLC **Transfer Fee:**

Location Address: 5318 OVERLOOK RD MOBILE, AL 36618

Mailing Address: 5318 OVERLOOK RD MOBILE, AL 36618

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-207-515

Do you sell Draft Beer?: N/A

Date Incorporated: 08/25/2025 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/25/2025

Federal Tax ID: 39-4011221 **Alabama State Sales Tax ID:** R012664464

Name:	Title:	Date and Place of Birth:	Residence Address:
MOHAMED ALI MOHAMAD SAMET	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260417161937230

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MOHAMED SAMET
Business Phone
Fax:

Hom
Cell
E-m:

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260417161937230

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: QUICK STOP MOBILE LLC 251-233-1007

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 1500

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260417161937230

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260417161937230

Initial each	Signature page
MS	In reference to law violations, I attest to the truthfulness of the responses given within the application.
MS	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
MS	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
MS	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
MS	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
MS	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
MS	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): MOHAMED SAMET

Signature of Applicant: Samet

Notary Name (print): Natalie Bryan

Notary Signature: Natalie Bryan

Commission expires: 2-13-2030

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**

Submitted to Local Government: **Received from Local Government:**

Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260417161937230

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER CONVENIENCE STORE

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on August 24. 2025. is between:

The **Lessor** is a business entity known as Quick Stop Mobile LLC with a mailing address of 27821 State Highway 181. Unit 501. Daphne. Alabama. 36526. hereinafter referred to as the "Lessor."

AND

The **Lessee** is a business entity known as M&M1 LLC with a mailing address of the Property's Address. hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described 2010 square feet (SF) of retail space located at 5318 Overlook Rd Mobile. Alabama. 36618.

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local. State. and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on August 24. 2025. and expire at Midnight on August 24.2035 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of $5.000.00 for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 3rd of every month.

Rent shall be paid CHECK

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds. or any other reason for it to be returned. the Lessee will be subject to a fee of $50 in addition to any late fee.

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of $50 daily until the rent is fully satisfied. including any late payment fees. if the rent is not paid after the 1st day payment is due.

OPTION TO RENEW. The Lessee shall not have the right to renew this Lease Agreement.

EXPENSES. In accordance with a Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties. and they hereby agree. that in addition to the Rent. the Lessee shall be obligated to pay the following expenses to the Lessor on a per month basis:

OPERATING EXPENSES. The Lessor shall have no obligation to provide any services. perform any acts or pay any expenses. charges. obligations or costs of any kind whatsoever with respect to the Premises. and Lessee hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any renewals thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to Lessor of operating and maintaining the Premises. and shall include. heating. air conditioning. electricity. water. waste disposal. sewage. operating materials and supplies. service agreements and charges. lawn care. snow removal. restriping. repairs. repaving. cleaning and custodial. security. insurance. the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses. and all other direct operating costs of operating and maintaining the Premises and related parking areas. unless expressly excluded from operating expenses.

INSURANCE. The Lessee shall provide and maintain personal liability insurance. The Lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease Agreement. The insurance shall protect and indemnify the Lessor of any injury. death. or property damage to occur on the Buisness to the limits of $1.000.000.00.

UTILITIES. The Lessee shall be responsible for any and all utilities to the Premises in relation to the total property area.

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will provide the following furnishings to the Lessee upon the start of this Lease's Initial Term: REGISTER. ICE MACHINE

PARKING. Parking shall be provided to the Lessee in a dedicated manner provided on the Premises. There shall be a total number of 10 parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements. alterations or changes of any nature. (except for those listed on any attached addenda) shall be made to the leasehold

Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire

insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action

would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Alabama. If the Lessor and Lessee fail to resolve the dispute through mediation, then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such

mortgage. or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure. or other default proceedings under said mortgage. obligation secured thereby. or Lease. so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.
Lessee shall. in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part. or in the event of any proceedings brought for the foreclosure of. or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises. attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules. regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law. rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured. nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore. Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door. wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter. Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore. Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises. Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use. and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants. shopping centers. office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners. operators. lessors. and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessee.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or

showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection. maintenance or repair of the building. In accordance with State and local laws. the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time. upon at least ten (10) days prior notice by Lessor. shall execute. acknowledge and deliver to Lessor. and or to any other person. firm or corporation specified by Lessor. a statement certifying that the Lease is unmodified and in full force and effect. or if the Lease has been modified. then that the same is in full force and effect except as modified and stating the modifications. stating the dates to which the fixed rent and additional rent have been paid. and stating whether or not there exists any default by Lessor under this Lease and. if so. specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation. expiration or sooner termination of the Lease. or any renewal thereof. without the execution of a new Lease or addendum. such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month plus an additional S holdover penalty. terminable upon thirty 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Alabama.

NOTICES. Notices shall be addressed to the following:

Lessee: M&M1 LLC
5318 Overlook Rd. Mobile. Alabama. 36618

ADDITIONAL TERMS AND CONDITIONS.

PERSONAL GUARANTEE BY LESSEE. This Lease Agreement shall be personally guaranteed by MOHAMMED ALI MOHAMAD SAMET referred to as the "Guarantor(s)" and shall unconditionally guarantee the payment of the rent along with any other financial duties or obligations.

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal. invalid or unenforceable. such term shall be limited to the extent necessary to make it legal and enforceable. and. if necessary. severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and or their respective successors. heirs. assigns. executors and administrators.

LESSOR SIGNATURE

Signature _____ Date _____
Mohammed Hussain. President of Quick stop Mobile LLC

LESSEE SIGNATURE

Signature _____ Date _____
MOHAMMED ALI MOHAMAD SAMET. PRESIDENT

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-27-2025

Employer Identification Number:
39-4011221

Form: SS-4

Number of this notice: CP 575 A

M&M1 LLC
QUICK STOP
% mohamed a samet SOLE MBR

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-4011221. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2026
Form 941	01/31/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION: If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be

sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- Refer to this EIN on your tax-related correspondence and documents.
- Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is M&M1. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A
9999999999

Your Telephone Number Best Time to Call
( ) -

DATE OF THIS NOTICE: 08-27-2025
EMPLOYER IDENTIFICATION NUMBER: 39-4011221
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

M&M1 LLC
QUICK STOP
% mohamed a samet SOLE MBR

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

M&M1 LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012664464	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd

Deputy Commissioner

NAICS CODE: 457110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5318 OVERLOOK RD MOBILE AL 36618-2331

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   M&M1 LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): MOHAMED A SAMET

   Street (**no PO Boxes**) address of registered office (must be located in Alabama): _____

   _____ _____

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address): _____

   _____

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

(For SOS Office Use Only)

Alabama
Sec. Of State

001-207-515 . DLL

Date	08/25/2025
Time	15:58:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 8 / 25 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 03 : 58 ☐ AM or ☑ PM. (cannot be noon or midnight – 12:00)

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

8 / 25 / 2025
Date (MM/DD/YYYY)

MOHAMED SAMET
Signature as required by 10A-5A-2.04

MEMBER
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
MOHAMED A SAMET		

Wes Allen
Secretary of State

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

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

M&M1 LLC

This name reservation is for the exclusive use of MOHAMED SAMET, 7577 WILLOW CIR, MOBILE, AL 36695-4490 for a period of one year beginning August 25, 2025 and expiring August 25, 2026

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

August 25, 2025

Date

Wes Allen **Secretary of State**

RES238595

M&M1 LLC

MOHAMED ALI SAMET IS THE SOLE MEMBER OF M&M1 LLC

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

M&M1 LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012664464	01/1/2026	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd

Deputy Commissioner

NAICS CODE: 457110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5318 OVERLOOK RD MOBILE AL 36618-2331

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

ALL THAT TRACT OF LAND FROM INTER OF THE N ROW LINE OF OVERLOOK RD WITH THE W ROW LINE OF OLD MOFFAT RD RUN N 89 DEG 37 MIN W 699.44 FT ALG THE N ROW LINE OF OVER LOOK RD TO THE POB OF PPTY HERIN DESC CONT TH ALG THE N ROW LINE OF OVERLOOK RD N 89 DEG 36 MIN 29 SEC W 149.93 FT TO A PT THE RUN N 00 DEG 34 MIN 34 SEC E 120.03 FT TO A PT TH RUN S 89 DEG 37 MIN 00 SEC E 150.01 FT TO A PT TH RUN S 00 DEG 36 MIN 53 SEC W 120.05 FT TO THE POB CONTAN .41 ACRES M/L (STORE #10) #SEC 03 T4S R2W #MP28 02 0

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by **M&M1 LLC**

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 8 day of June 2026

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Natalie Bryan	Natalie Bryan	2-13-2030

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
QUICK STOP MOBILE LLC	MOHAMED SAIET
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
27821 STATE HIGHWAY 181 UNIT 2502	5318 OVERLOOK RD
City, State, Zip	City, State, Zip
DPHNE AL 36526	MOBILE AL 36618
Date Agreement Signed	Date Agreement Signed
6-8-26	6-8-26

[redacted]

Community Risk Reduction Division
Mobile Fire Rescue Department

2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484

Inspections Performed by the Community Risk Reduction Division of Mobile Fire and Rescue Department are Valid 365 Days from the Date Issued

---

Occupant Name:	QUICK STOP	**Inspection Date:**	9/29/2025
Address:	5318 OVERLOOK Road	**InspectionType:**	Life Safety
City:	Mobile	**Inspected By:**	Edgar English
Suite:			

Insp. Result	Location	Code Set	Code
Pass		IFC 2021 SECTION 505 PREMISES IDENTIFICATION	505.1 - Address numeric size required to meet "Address Visibility Chart" for street address side of structure. All exterior doors of a multi-tenant structure shall identify the address of each tenant space. (see photo 1.1)
Pass		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.1 - Extinguishers mounted in an accessible and visible location as required. (see photo 2.1, 2.2)
N/A		IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS	906.4.2 - Class K portable fire extinguishers for deep fat fryers.
N/A		IFC 2021 SECTION 104 DUTIES AND POWERS OF THE FIRE CODE OFFICIAL	104.2 - Permits required to install fire suppression systems or make changes to a structure required by this code or IBC.
N/A		IFC 2021 SECTION 109 MAINTENANCE	109.3 - Required to maintain 3 years of all fire protection system inspections on premises for AHJ review.
N/A		IFC 2021 SECTION 312 VEHICLE IMPACT PROTECTION	312.1 - Vehicle impact protection for fire protection systems and equipment interior and exterior of structure.
N/A		IFC 2021 SECTION 315 GENERAL STORAGE	315.3 - Combustible materials shall not be stored within 24" of ceiling height or 18" of sprinkler head. No storage allowed within 3' of any fire protection system. No combustible storage allowed in utility rooms or under stairways.
N/A		IFC 2021 SECTION 319 MOBILE FOOD PREPARATION VEHICLES	319.3 - Exhaust hood.
N/A		IFC 2021 SECTION 401 GENERAL	401.2 - Verify emergency procedures, training and fire safety plans in all relevant occupancies.
N/A		IFC 2021 SECTION 503 FIRE APPARATUS ACCESS ROADS	503.3 - Identification of fire staging area and fire access roads to be designated with signs and/or painted fire lanes.

N/A	IFC 2021 SECTION 504 ACCESS TO BUILDING OPENINGS AND ROOFS	504.1 - Exterior doors and openings are maintained and accessible for emergency access.
N/A	IFC 2021 SECTION 506 KEY BOXES	506.1 - Knox entry required for all structures with fire protection systems, gates blocking fire apparatus access and an elevator Knox box is required for all elevator lobbies with firefighter operating capabilities.
N/A	IFC 2021 SECTION 509 FIRE PROTECTION AND UTILITY EQUIPMENT IDENTIFICATION AND ACCESS	509.1 - Identification of fire protection equipment, equipment rooms and all utility rooms. Interior 1" lettering. Exterior 2" lettering.
Pass	IFC 2021 SECTION 603 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS	603.1 - Electrical panels clear of storage, no open junction boxes or joined wires not in a junction box. Extension cords only for temporary use.
N/A	IFC 2021 SECTION 606 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS	606.2 - Cooking that produces grease vapors shall not be allowed in a commercial business without correct fire protection and ventilation.
N/A	IFC 2021 SECTION 606 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS	606.3 - Commercial cooking equipment is operating as intended, maintained, and clean from grease accumulation.
Pass	IFC 2021 SECTION 703 PENETRATIONS	703.1 - All fire rated construction maintained per the fire code.
Pass	IFC 2021 SECTION 807 DECORATIVE MATERIALS AND ARTIFICIAL DECORATIVE VEGETATION IN NEW AND EXISTING BUILDINGS	807.2 - Combustible decorative materials limited 10% of ceiling/wall area.
N/A	IFC 2021 SECTION 901 GENERAL	901.6 - Fire protection systems maintenance.
N/A	IFC 2021 SECTION 907 FIRE ALARM AND DETECTION SYSTEMS	907.2.11.2 - Smoke alarms required for Residential Occupants.
N/A	IFC 2021 SECTION 912 FIRE DEPARTMENT CONNECTIONS	912.4 - Access to fire department connections.
Pass	IFC 2021 SECTION 1003 GENERAL MEANS OF EGRESS	1003.6 - Obstructed means of egress.
N/A	IFC 2021 SECTION 1004 OCCUPANT LOAD	1004.9 - Posting of occupant load.
Pass	IFC 2021 SECTION 1008 MEANS OF EGRESS ILLUMINATION	1008.2 - Emergency Lights - where required.
N/A	IFC 2021 SECTION 1010 DOORS, GATES AND TURNSTILES	1010.1 - Fire emergency egress doors meet fire code requirements.
N/A	IFC 2021 SECTION 1010 DOORS, GATES AND TURNSTILES	1010.2.5 - Deadbolts prohibited.

Pass	IFC 2021 SECTION 1013 EXIT SIGNS	1013.1 - Exits and exit access doors shall be marked by an approved exit sign with secondary emergency power source.
N/A	IFC 2021 SECTION 1203 EMERGENCY AND STANDBY POWER SYSTEMS	1203.5 - Emergency and standby power system maintenance.
N/A	IFC 2021 SECTION 5001 GENERAL	5001.5.2 - Hazardous Materials Inventory Statement (HMIS).
N/A	IFC 2021 SECTION 5303 GENERAL REQUIREMENTS	5303.5.3 - Securing compressed gas containers, cylinders and tanks.
N/A	IFC 2021 SECTION 5704 STORAGE	5704.3.4.4 - Indoor storage of combustible liquids.

If you have any questions, please contact our office.

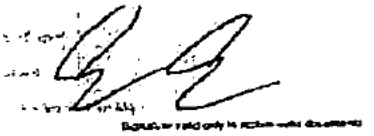
Inspector Comments: Inspection ok for business license
Captain English 09/29/25

Company Representative:



Mohamed samet
9/29/2025

Inspector:



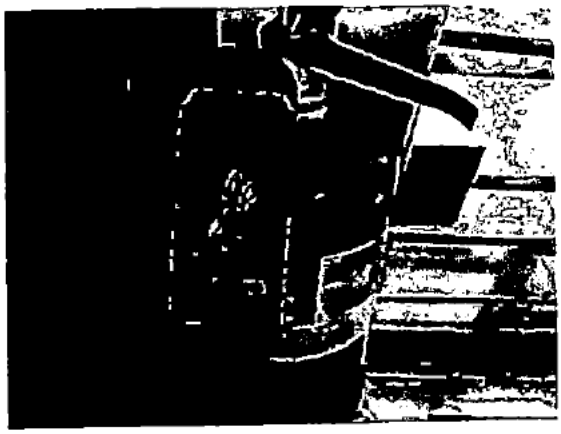
E J English
9/29/2025

[redacted]

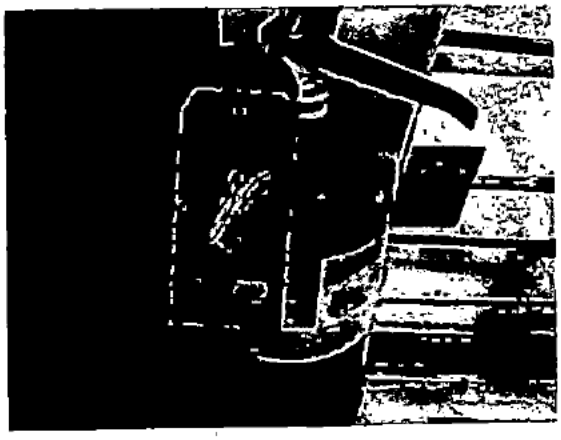
1.1 - 505.1.



2.1 - 906.1.



2.2 - 906.1.



Ref. 31978

ALABAMA LAW ENFORCEMENT AGENCY

[redacted]

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

October 14, 2025

Mohamed Samet

Dear. Mr. Samet,

The ALEA Criminal Justice Information Services Division has received and processed your request for Alabama Criminal History Record Information (CHRI).

No state criminal records associated with the information you provided in your application exist in Alabama criminal history records. Please note that updates to your criminal history may occur at any time. If you require an updated state CHRI in the future, you should request a new version.

Please contact the Criminal Justice Information Services Division if you have any questions.

Sincerely,

Nakesha Vane

Nakesha Vane, Record Check Supervisor
Criminal Justice Information Services Division



MOBILE
ALABAMA

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-173662-2026
Issue Date: 06/02/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022802034000122	5318 Overlook Rd	

Business Name	Issued To	Zoning Districts
M & M 1 LLC	Name: MOHAMMED AL SAMGET Company: M & M 1 LLC Address: 5318 Overlook Rd MOBILE, AL 36618 Phone:	B-2

This Zoning Classification Allows the property to be used for:
CONVENIENCE STORE WITH FUEL SALES

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and Issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☐ New Owner ☐ Location Change	☐ No ☐ Yes Relocation Date	☑ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (if NOT applied with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☑ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☑ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
M&M1 LLC	QUICK STOP

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
5318 OVERLOOK RD	MOBILE	AL	36618

Business Contact Person Information			
Name	Title	Phone	Email
MOHANED SAMET	MEMBER	[redacted]	

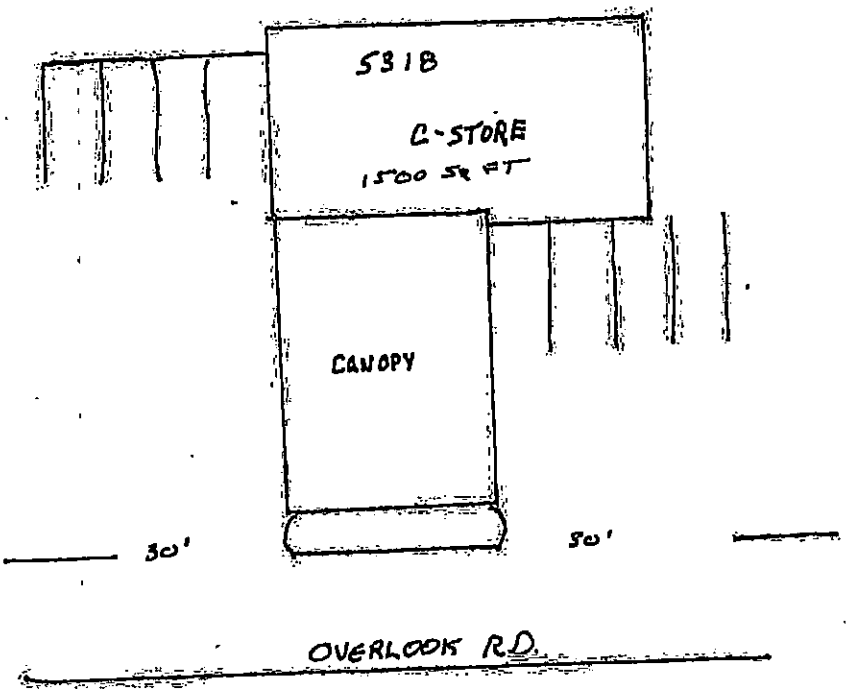
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
1,500	8	5	✓	B-2	✓

Comments:

EXISTING CONVENIENCE STORE

Print Name	Signature	Date
CALDWELL C. WHITTLER	Caldwell C. Whittler	6-9-2026


531B
C-STORE
1500 SQ FT
CANOPY
30'
50'
OVERLOOK RD.

City of Mobile DEPARTMENT OF REVENUE

Power of Attorney and Declaration of Representative

NOTE: If you have questions concerning the completion of this form, please refer to the instructions for Federal Form 2848 (revised March 2012). This form is very similar to the federal form.

CAUTION: A separate Form should be completed for each taxpayer.

PART I – POWER OF ATTORNEY

1 TAXPAYER INFORMATION

TAXPAYER NAME AND ADDRESS (Please Type or Print)	SOCIAL SECURITY NUMBER
M&M 1 LLC 5318 OVERLOOK RD MOBLE, AL 36618	EMPLOYER IDENTIFICATION NUMBER 39-4011221 DAYTIME TELEPHONE NUMBER (313) 234-3884

Hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

2 REPRESENTATIVE(S) (Please Type or Print) Must sign and date this form on page 2, part II. By designating a representative in Part I, Section 2, the taxpayer authorizes the Department to discuss or share information specifically listed in Part I, Section 3 with the authorized representative. All official correspondence from the Department will be sent to the taxpayer. It will be the taxpayer's responsibility to distribute document(s) to their representative.

NAME AND ADDRESS	TELEPHONE NUMBER / FAX NUMBER
JAMES A KECK 5920 GRELOT RD STE D-1 MOBLE, AL 36609	TELEPHONE NUMBER (251) 380-0709 FAX NUMBER (251) 380-2047
NAME AND ADDRESS	TELEPHONE NUMBER ( ) FAX NUMBER ( )
NAME AND ADDRESS	TELEPHONE NUMBER ( ) FAX NUMBER ( )

To represent the taxpayer before the Mobile Department of Revenue for the following tax matters:

3 TAX MATTERS

TYPE OF TAX (Individual, Corporate, Sales, etc.)	TAX FORM NUMBER (12, 13, 3, 7, 14, etc.)	YEAR(S) or PERIOD(S)
RETAIL WINE AND BEER		2026
APPLICATION		

4 ACTS AUTHORIZED

Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) is (are) not authorized to execute a request for disclosure of tax returns or return information to a third party, substitute another representative or add additional representatives, or sign certain tax returns.

☐ Disclosure to third parties; ☐ Substitute or add representative(s); ☐ Sign a return; _____

EXCEPTIONS

List any specific deletions to the acts otherwise authorized in this power of attorney: _____

5 RETENTION / REVOCATION OF PRIOR POWER(S) OF ATTORNEY

The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Mobile Department of Revenue for the *same* tax matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here..... ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

6 SIGNATURE OF TAXPAYER

If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **If this power of attorney is not signed and dated, it will be returned to the taxpayer.**

SIGNATURE	DATE	TITLE (If Applicable)
	6-9-2026	Member

Mohamed Samet
PRINT NAME

PART II – DECLARATION OF REPRESENTATIVE

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Treasury Department Circular No. 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer identified in Part I for the tax matter(s) specified there; and
- I am one of the following:
  - a. Attorney – a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b. Certified Public Accountant – duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - c. Enrolled Agent – enrolled as an agent under the requirements of Treasury Department Circular No. 230.
  - d. Officer – a bona fide officer of the taxpayer's organization.
  - e. Full-Time Employee – a full-time employee of the taxpayer.
  - f. Family Member – a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
  - g. Enrolled Actuary – enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Service is limited by section 10.3(d)(1) of Treasury Department Circular No. 230).
  - h. Unenrolled Return Preparer – an unenrolled return preparer under section 10.7(c)(1)(viii) of Treasury Department Circular No. 230.
  - i. Registered Tax Return Preparer – registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled and return preparers in the instructions.**
  - j. Student Attorney or CPA – receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.
  - k. Enrolled Retirement Plan Agent – enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ **If this declaration of representative is not signed and dated, the power of attorney will be returned.**

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "jurisdiction" column.

DESIGNATION – INSERT ABOVE LETTER (a-k)	JURISDICTION (State) or ENROLLMENT CARD NO.	SIGNATURE	DATE
b	3553		06/09/2026

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **507 Booker Street**

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **507 Booker Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **507 Booker Street** to be **$2,699.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,699.00** shall constitute a special assessment against the property at structure **507 Booker Street** and being that property more particularly described as follows:

LOT 36 BLK 2 IN PORTER'S 2ND ADDN DBK 99 N.S. PG 23

Parcel No.: **29 10 28 1 004 027.001**

Owner: **DANG PHUC**
3801 DIDCOT CIR
SACRAMENTO CA 95838-3292

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **June 16, 2026**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **507 Booker Street**, for the proposed amount of **$2,699.00.**

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

April 29, 2026

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-025-23	**507 Booker Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 36 BLK 2 IN PORTER'S 2ND ADDN DBK 99 N.S. PG 23

Parcel Number: 29 10 28 1 004 027.001
Amount: ~~**$ 2499.00**~~ $2,699.00
Assessed: DANG PHUC
3801 DIDCOT CIR
SACRAMENTO CA 95838-3292

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department

CC: James Roberts, David Daughenbaugh, Council Member Samantha Ingram, Felicia Glover, Miranda Davis, Marcus Dixon

A RESOLUTION SECURING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **470 Dauphin Street**

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***securing*** of the structure at **470 Dauphin Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***securing*** of the structure **470 Dauphin Street** to be **$7,400.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$7,400.00** shall constitute a special assessment against the property at structure **470 Dauphin Street** and being that property more particularly described as follows:

BEG AT NE COR DAUPHIN & LAWRENCE STS TH NLY 164.9 FT TH ELY 113 DFT TH SELY 58.67 FT TH SWLY 38 FT(S) TH SELY 11 FT(S) TH SWLY 74 FT #SEC 40 T4S #SEC 40 T4S R1W #MP29 06 40 0 010

Parcel No.: **29 06 40 0 010 095.XXX**

Owner: **WALKER BROTHERS INVESTMENT INC A CORPORATION**
602 CHURCH ST
MOBILE AL 36602-1602

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***securing*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **June 16, 2026**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **securing** of the structure at **470 Dauphin Street**, for the proposed amount of **$7,400.00.**

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

March 17, 2026

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – SECURING OF STRUCTURE

PROJECT NUMBER:	LOCATION:
MES-009-26	**470 Dauphin Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been secured and the property owners should be assessed as indicated:

Legal Description: BEG AT NE COR DAUPHIN & LAWRENCE STS TH NLY 164.9 FT TH ELY 113 FT TH SELY 58.67 FT TH SWLY 38 FT(S) TH SELY 110 FT(S) TH SWLY 74 FT #SEC 40 T4S R1W #MP29 06 40 0 010

Parcel Number: 29 06 40 0 010 095.XXX
Amount: ~~**$ 7,200.00**~~ $7,400.00
Assessed: WALKER BROTHERS INVESTMENT INC A CORPORTION
602 CHURCH ST
MOBILE AL 36602-1602

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department

CC: James Roberts, David Daughenbaugh, Council Member Samantha Ingram, Felicia Glover, Miranda Davis, file copy

A RESOLUTION SECURING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
661 AND 663 Dauphin Street

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***securing*** of the structure at **661 AND 663 Dauphin Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***securing*** of the structure **661 AND 663 Dauphin Street** to be **$700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$700.00** shall constitute a special assessment against the property at structure **661 AND 663 Dauphin Street** and being that property more particularly described as follows:

PCL A: THAT LOT SIT ON THE S/S OF DAUPHIN ST BEG AT A PT 44 FT MOL E OF WILKINSON ST (NOW WASHINGTON AVE) & TH EXT ELY ALG DAUPHIN ST 44 FT MOL FOR A FRONT PAR WITH WILKINSON ST (NOW WASHINGTON AVE) 1/2 TH DIS BET DAUPHIN & CONTI STS PCL B: LOT SIT ON THE N/S OF CONTI ST BEG 44 FT E OF WILKINSON ST (NOW WASHINGTON AVE) & TH EXT ELY ALG CONTI ST 44 FT 8 IN FOR THE FRT & EXT NLY BET LINES PAR WITH WILKINSON ST (NOW WASHINGTON AVE) 1/2 THE DIS BET CONTI & DAUPHIN STS #SEC 40 T4S R1W #MP29 06 40 0 010

Parcel No.: **29 06 40 0 010 129.XXX**

Owner: **WALKER BROTHERS INVESTMENT INC A CORPORATION**
602 CHURCH ST
MOBILE AL 36602-1602

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***securing*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **June 16, 2026**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **securing** of the structure at **661 AND 663 Dauphin Street**, for the proposed amount of **$700.00.**

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

March 17, 2026

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – SECURING OF STRUCTURE

PROJECT NUMBER:	LOCATION:
MES-010-26	**661 AND 663 Dauphin Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been secured and the property owners should be assessed as indicated:

Legal Description: PCL A: THAT LOT SIT ON THE S/S OF DAUPHIN ST BEG AT A PT 44 FT MOL E OF WILKINSON ST (NOW WASHINGTON AVE) & TH EXT ELY ALG DAUPHIN ST 44 FT MOL FOR A FRONT PAR WITH WILKINSON ST (NOW WASHINGTON AVE) 1/2 TH DIS BET DAUPHIN & CONTI STS PCL B: LOT SIT ON THE N/S OF CONTI ST BEG 44 FT E OF WILKINSON ST(NOW WASHINGTON AVE) & TH EXT ELY ALG CONTI ST 44 FT 8 IN FOR THE FRT & EXT NLY BET LINES PAR WITH WILKINSON ST(NOW WASHNGTON AVE) 1/2 THE DIS BET CONTI & DAUPHIN STS #SEC 40 T4S R1W #MP29 06 40 0 010

Parcel Number: 29 06 40 0 010 129.XXX
Amount: ~~**$500.00**~~ $700.00
Assessed: WALKER BROTHERS INVESTMENT INC A CORPORTION
602 CHURCH ST
MOBILE AL 36602-1602

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department

CC: James Roberts, David Daughenbaugh, Council Member Samantha Ingram, Felicia Glover, Miranda Davis, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1550 POLK STREET, F/K/A 1356 STEWART AVENUE**

Sponsored by: Councilmember Samantha Ingram, District 2

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1550 POLK STREET, F/K/A 1356 STEWART AVENUE** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1550 POLK STREET, F/K/A 1356 STEWART AVENUE** to be **$2,300.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,300.00** shall constitute a special assessment against the property at structure **1550 POLK STREET, F/K/A 1356 STEWART AVENUE** and being that property more particularly described as follows:

LOT 35 BLK 6 OLLINGER & STEIN SUB OF PART BLK 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004

Parcel No.: **29 11 36 0 004 156**

Owner: **MILES OLIVER & ELIZABETH**
263 S SCOTT ST
MOBILE AL 36603-1614

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **June 16, 2026**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1550 Polk Street, f/k/a 1356 Stewart Avenue**, for the proposed amount of **$2,300.00.**

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

April 29, 2026

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-066-23	**1550 Polk St f/k/a 1356 Stewart Avenue**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 35 BLK 6 OLLINGER & STEIN SUB OF PART BLK 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004

Parcel Number: 29 11 36 0 004 156
Amount: ~~**$ 2,100.00**~~ $2,300.00
Assessed: MILES OLIVER & ELIZABETH
263 S SCOTT ST
MOBILE AL 36603-1614

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department

CC: James Roberts, David Daughenbaugh, Council Member Samantha Ingram, Felicia Glover, Miranda Davis, Marcus Dixon

A RESOLUTION SECURING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1401 VEGA DRIVE**

Sponsored by: Councilmember Ben Reynolds, District 4

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***securing*** of the structure at **1401 VEGA DRIVE** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***securing*** of the structure **1401 VEGA DRIVE** to be **$4,300.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$4,300.00** shall constitute a special assessment against the property at structure **1401 VEGA DRIVE** and being that property more particularly described as follows:

LOT 15 BLK E SKYLAND PARK U NIT 2 MBK 6/95 #SEC 11 T5S R2W #MP33 01 11 2 000

Parcel No.: **33 01 11 2 000 205.XXX**

Owner: **BYRD BRET LEE & BARBARA RUTH VANDERHOOF**
1319 CREEKWAY DR
MOBILE AL 36605-3770

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***securing*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **June 16, 2026**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **securing** of the structure at **1401 Vega Drive**, for the proposed amount of **$4,300.00.**

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

March 17, 2026

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – SECURING OF STRUCTURE

PROJECT NUMBER:	LOCATION:
MES-002-25	**1401 Vega Drive**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been secured and the property owners should be assessed as indicated:

Legal Description: LOT 15 BLK E SKYLAND PARK U NIT 2 MBK 6/95 #SEC 11 T5S R2W #MP33 01 11 2 000

Parcel Number: 33 01 11 2 000 205.XXX
Amount: ~~**$ 4,100.00**~~ $4,300.00
Assessed: BYRD BRET LEE & BARBARA RUTH VANDERHOOF
1319 CREEKWAY DR
MOBILE AL 36605-3770

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department

CC: James Roberts, David Daughenbaugh, Council Member Samantha Ingram, Felicia Glover, Miranda Davis, file copy

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **June 3, 2026**

SUBJECT: WEED LIEN GROUP **1678**

Attached, please find Assessment Lists for Weed Lien Group Number **1678** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017, the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 6/16/2026

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 7/21/2026

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 6/18/2026

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 7/2/2026

LEGAL NOTICE ADS: 7/8/2026-7/15/2026

POSTING DATE: 7/14/2026

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1678	Res. No.
6/16/2026	LOTS TO BE DECLARED	58-
7/21/2026	LOTS FOR PUBLIC HEARING	58-
//2026	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO
1	2350 North Rd	115215	118061		3	
2	0 Elmo Ave	116571	118063		3	
	Par. No. (38 02 09 1 000 081.001)					
3	1560 Peachtree Lane E	112151	118064		7	
4	763 Dr Thomas Ave N	115000	118065		2	
5	1056 Etta Ave	112492	118066		1	
6	0 Dr Thomas Ave	114978	118076		2	
	Par. No. (29 02 44 0 017 124.XXX)					
7	477 Chin St	115099	118077		2	
8	2766 LeCren St	114990	118078		1	
9	0 Chin St	115100	118079		2	
	Par. No. (29 02 44 0 003 169.XXX)					
10	2320 Green St	115241	118080		2	
11	906 Center St	115240	118081		2	
12	913 Jakes Lane	115169	118082		2	
13	1859 Butler St	112490	118083		1	
14	2351 Howell Ave	116253	118084		2	
15	153 Collins St	115661	118085		1	
16	1157 Chinquapin St	116510	118086		2	
17	5900 Overlook Rd	110947	118087		7	
18	5516 Cortez Dr	115743	118088		7	
19	904 Center St	115237	118089		2	
20	1632 Prairie Ave	116422	118090		3	
				$ -		

Numbers of lots cut
District total for this group

1	4
2	10
3	3
4	0
5	0
6	0
7	3
	20

Numbers of lots cut

1	
2	
3	
4	
5	
6	
7	
	0

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

*CBD Cut Before Declared
*WL Wooded Lot

Jerry Jackson 6/9/26
Marchetta Jaute 6-8-26

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1678** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **21st day of July, 2026**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

_____

City Clerk

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **7** described in the resolution adopted on the **12th** day of **May**, 2026 have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **7**, as described in the resolution adopted on the **12th** day of **May, 2026**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1677** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1677** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **16th day of June, 2026**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: MAY 12 2026

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **May 4, 2026**

SUBJECT: WEED LIEN GROUP **1677**

Attached, please find Assessment Lists for Weed Lien Group Number **1677** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017, the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 5/12/2026

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 6/16/2026

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 5/14/2026

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 5/28/2026

LEGAL NOTICE ADS: 6/3/2026-6/10/2026

POSTING DATE: 6/9/2026

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1677	Res. No.
5/12/2026	LOTS TO BE DECLARED	58-
6/16/2026	LOTS FOR PUBLIC HEARING	58-
//2026	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO
1	707 Marine St	52809	116712		2	
2	2908 Old Shell Rd	77948	116714		1	
3	500 Castile Dr	50971	116716		3	
4	1100 Arlington St	111477	116717		3	
5	553 English St	102130	116718		2	
6	164 Page Ave	80179	116719		1	
7	229 4th Ave	112066	116720		7	
8	6541 Princeton Woods Dr S	52940	116721		7	
9	2054 Holmes Dr	110934	116722		3	
10	6962 Victor Rd	112001	116723		7	
11	1408 Cody Rd	111980	116724		7	
12	2311 Shelby St	110977	116733		2	
13	600 Wilson Ave S	97486	116725		2	
14	1025 Newman Lane	110991	116726		2	
15	604 Clarke St	74077	116727		2	
16	2832 Old Shell Rd	89776	116728		1	
17	1562 Lartigue Ave S	115667	116729		3	
18	121 Gilbert St	116379	116734		2	
19	7125 Tangerine Ave	114474	116731		7	
20	0 Butler St	71752	116732		1	
	Par. No. (29 02 44 0 012 223.XXX)					
				$ -		

Numbers of lots cut District total for this group	
1	4
2	7
3	4
4	0
5	0
6	0
7	5
	20

Numbers of lots cut	
1	
2	
3	
4	
5	
6	
7	
	0

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

*CBD Cut Before Declared
*WL Wooded Lot

5-5-26

Marchetta Jarte 5-5-26

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **June 8, 2026**

SUBJECT: **Repeat Weed Lien Invoices G-100**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **100.** Please place these on the City Council's Agenda for **June 16, 2026.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	REPEAT WEED LIEN							
	CONTRACT NUMBER							
	GROUP 100						Res. No.	
3/13/2026	1st REPEAT WEED LIEN LETTERS SENT						11-058	
6/16/2026	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
	CONTRACT NUMBER							
			Old SRO	New	Initial	Times	Amount	CBD
Item No.	Address	Dis	Case #	Case #		cut within	Assessed	CBO
1	2658 Reaves St	1	56156	114612	12/17/2024	1	$ 282.00	
2	2016 Tucker St	1	69565	114613	10/10/2023	2	$ 382.00	
3	2014 Tucker St	1	69563	114614	10/10/2023	2	$ 382.00	
4	1214 Satchell St	1	88493	114615	8/9/2023	2	$ 507.00	
5	550 Dexter Ave	2	43549	114616	6/27/2023	1	$ 288.00	
6	1567 Plover St	2		114617	6/17/2025	1	$ 282.00	
7	1200 Brussells St	2		114618	8/2/2023	2	$ 394.00	
8	1853 Toulmin Ave	1		114619	3/26/2024	1	$ 282.00	
9	1814 Toulmin Ct	1		114620	3/26/2024	1	$ 505.00	
10	1051 Toulmin Ct	1		114621	3/6/2024	1	$ 369.43	
11	1006 Virginia St	2		114623	1/23/2024	1	$ 50.00	CBO
12	564 Roslyn Dr W	7		114624	2/14/2023	1	$ 50.00	CBO
13	5800 Helen Dr	7		114625	2/14/20/23	2	$ 50.00	CBO
14	1909 Beau Terra Dr W	7		114626	4/2/2024	1	$ 282.00	
15	1305 Brooke Ave	3	67750	114627	12/17/2024	1	$ 282.00	
16	1501 Wellington St	1	64867	114629	11/7/2023	1	$ -	CBD
17	612 Houston St	2		114630	4/30/2024	1	$ 391.09	
18	504 Maple St	2		114631	3/5/2026	1	$ 282.00	
19	2455 Second Ave	1		114632	6/27/2023	1	$ -	WL
20	951 Minor St	1		114633	8/15/2023	2	$ 382.00	
	Total						$ 5,442.52	

District total for this group		Numbers of lots cut	
1	10	1	8
2	6	2	5
3	1	3	1
4	0	4	0
5	0	5	0
6	0	6	0
7	3	7	1
	20		15

*CBO Cut By Owner
*CBD Cut Before Declared
*N/A Taken out by Inspector
*WL Wooded Lot
*ADD Added in from other Groups

Gary Jackson 6/9/26
Marchetta Jaite 6-8-26

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **BUSH LAURA & ERNEST**

ATTN: JOSEPH C DAVIS

Address: **1253 PECAN ST**

City, State, Zip: **MOBILE, AL 36603-5726**

Repeat Group Number: **100** Item # **1**

Lot Description: **LOT 33 DIV B OF MILLVILLE TRT DBK 121 N S P 512 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 185.XXX) 2658 REAVES ST**

Nuisance Date: 3/13/2026

Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,650	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **AGEE CONSTANCE**

Address: **3921 FARGO WAY**

City, State, Zip: **NORTH HIGHLANDS, CA 95660-3715**

Repeat Group Number: **100** Item # **2**

Lot Description: **LOT 11 BLK E SUNNYMEADE SUB DBK 156 P 488 ADD RPBK 3031/754 DT 12/86 ADD RPBK 3135/839 DT 7/87 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 363.XXX) 2016 TUCKER ST**

Nuisance Date: 3/13/2026

Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,000	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	382.00

Sheila Dean
SECRETARY

Marshetta Jones
INSPECTOR

Gary Jones
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **AGEE CONSTANCE**

Address: **3921 FARGO WAY**

City, State, Zip: **NORTH HIGHLANDS CA 95660-3715**

Repeat Group Number: **100** Item # **3**

Lot Description: **LOT 10 BLK E EXC REAR OR N 20 FT OF SAID LOT 10 SUNNYMEAD SUB DBK 156 P 488 #SEC 44 T4S R1W #MP29 02 44 0 024 362 (29 02 44 0 024 362.XXX) 2014 TUCKER ST**

Nuisance Date: 3/13/2026

Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,000	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	382.00

Shelia Dear
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **100** Item # **4**

Lot Description: **LOT 23 BLK 10 MECHEM & SAGES 2ND SUB OF LAFARGUE PLACE DBK 121/511 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 364.XXX) 1214 SATCHEL ST**

Nuisance Date: 3/13/2026

Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,600	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	18	$	7.00	$	126.00
		Total Project Cost:			$	507.00

Shelia Dean
SECRETARY

Marionette Jacobs
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **PARKER JOHNNIE MAE**

& GLORIA JEAN KENNEDY

Address: **1919 LUCKIE AVE**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **100** Item # **5**

Lot Description: **LOT 1 SQ 29 GLENDALE PARK DBK 61 NS PG 316-317 #SEC 27 T4S R1W #MP29 10 27 2 002 (29 10 27 2 002 078.XXX) 550 DEXTER AVE**

Nuisance Date: 3/13/2026

Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,804	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	288.00

Shelia Dean
SECRETARY

Marchetta Foote
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **COLEY JAMES EDWARD**

Address: **100 YOAKUM CT**

City, State, Zip: **PENSACOLA, FL 32505-2858**

Repeat Group Number: **100** Item # **6**

Lot Description: **LOT 46 COLGINS ADD TO OAKDALE DBK 115 NS P 361 #SEC 28 T4S R1W #MP29 10 4 005 (29 10 28 4 005 067.XXX) 1567 PLOVER ST**

Nuisance Date: 3/13/2026

Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,350	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Sheila Dean
SECRETARY

Marguerite Foote
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **JOHNSON REGINA**

C/O RUTH CHATMON AND DAVID JOHNSON

Address: **1341 E 84TH ST**

City, State, Zip: **CLEVELAND, OH 44103-2945**

Repeat Group Number: **100** Item # **7**

Lot Description: **BEG SW COR OF BRUSSELL ST & SLIGO ST THEN RUN S ALG W/L OF BRUSSELL ST 36.5 FT TO THE POB CONT S 36.5 FT TH W 120 FT TH N 36.5 FT TH E 120 FT TO POB BEG PART OF LOT 3-5 BLK 18 TOULMIN TRT #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 058.XXX) 1200 BRUSSELLS ST**

Nuisance Date: 3/13/2026

Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,380	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		4	$	3.00	$	12.00
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	394.00

Sheila Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **WALKER DAN**

C/O JESSICA CHASTANG

Address: **403 ETHEL H SEALS CT**

City, State, Zip: **EIGHT MILE, AL 36613-2957**

Repeat Group Number: **100** Item # **8**

Lot Description: **E 20 FT OF THE N 1/2 OF LOT 26 & W 26 FT OF THE N 1/2 OF LOT 27 OF THE LEWIS ADDN TO TOULMINVILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 272.023) 1853 TOULMIN AVE**

Nuisance Date: 3/13/2026

Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,385	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Sheila Dean
SECRETARY

Maghetta Pate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **KISER SAMUEL JEROME**

Address: **1810 TOULMIN AVE**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **100** Item # **9**

Lot Description: **LOT 6 LEWIS ADD TO TOULMINV ILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 253.XXX) 1814 TOULMIN AVE**

Nuisance Date: 3/13/2026

Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,200	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		2	$	3.00	$	6.00
Debris Removal	Cubic Yard	32	$	7.00	$	224.00
		Total Project Cost:			$	505.00

Shelia Dean
SECRETARY

Marquetta Foster
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **KERADE GAVIN A**

Address: **25755 KELDON CT**

City, State, Zip: **DAPHNE, AL 36526-9270**

Repeat Group Number: **100** Item # **10**

Lot Description: **LOT 3 RESUB OF LOTS 1, 2, 3 4, 5 & 6 BLK 4 STRAUSS 3RD ADDN TO TOULMINVILLE MBK 10 PG 201 #SEC 44 T4S R1W #MP29 02 44 0 014 (29 02 44 0 014 424.001) 1051 TOULMIN CT**

Nuisance Date: 3/13/2026

Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		15,074	$	0.0125	$	188.43
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		8	$	3.00	$	24.00
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	369.43

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **LOWRY THOS E & THELMA C**

Address: **2605 SPRINGHILL AVE**

City, State, Zip: **MOBILE, AL 36607-2922**

Repeat Group Number: **100** Item # **11**

Lot Description: **LOT 28 BLK 279 RESUB BLKS 242 & 279 SOUTHERN DIV OF BERNOUDY TRT MBK 3 P 404 #SEC 38 T4S R1W #MP29 10 38 0 004 (29 10 38 0 004 093.XXX) 1006 VIRGINIA ST**

Nuisance Date: 3/13/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,836	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sholica Dean
SECRETARY

Marghetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **LAMBERT ALPHOSE JR**

Address: **8581 PALMER WOODS DR**

City, State, Zip: **SEMMES, AL 36575**

Repeat Group Number: **100** Item # **12**

Lot Description: **LOT 12 BLK 36 HILLSDALE HGT S 2ND ADD PLAT BK 11 P 32 #SEC 8 T4S R2W #MP28 04 17 2 001 (28 04 17 2 001 003.XXX) 564 ROSLYN DR W**

Nuisance Date: 3/13/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,311	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dean
SECRETARY

Maghetta Taylor
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **JONES LELAND W & BARBARA O JONES**

Address: **5254 LOTT RD**

City, State, Zip: **EIGHT MILE, AL 36613-9108**

Repeat Group Number: **100** Item # **13**

Lot Description: **LOT 18 BLK 2 FOREST ACRES SUB MBK 5 PGS 73-74 #SEC 04 T4S R2W #MP28 02 04 1 000 (28 02 04 1 000 010.XXX) 5800 HELEN ST**

Nuisance Date: 3/13/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	18,467	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **WESTON ANNA PALMER DAVIS**

Address: **1909 BEAU TERRA DR W**

City, State, Zip: **MOBILE, AL 36618-1532**

Repeat Group Number: **100** Item # **14**

Lot Description: **LOT 118 FOURTH UNIT BEAU TERRA MBK 8 P 290 #SEC 1 T4S R2W #MP28 01 01 2 002 (28 01 01 2 002 023.XXX) 1909 BEAU TERRA DR W**

Nuisance Date: 3/13/2026

Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,211	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Sheila Dean
SECRETARY

Mychelle Davis
INSPECTOR

Gary Ladd
SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **FINNEY GLORIA**

C/O JOSEPH NICHOLAS

Address: **6408 CHERRY RIDGE CT E**

City, State, Zip: **MOBILE, AL 36695-3280**

Repeat Group Number: **100** Item # **15**

Lot Description: **LOT 3 BLK 3 BROOKLEY HGTS 1ST SECTOR MBK 3 P 677 #SEC 37 T5S R1W #MP32 02 37 0 001 (32 02 37 0 001 064.XXX) 1305 BROOKE AVE**

Nuisance Date: 3/13/2026

Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,000	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **MCCALL JACK SMITH SR & KATIE H**

C/O MICHELLE MCCALL

Address: **1201 WELLINGTON ST**

City, State, Zip: **MOBILE, AL 36617-2736**

Repeat Group Number: **100** Item # **17**

Lot Description: **LOT 8 & 11 BLK 4 RICKARBY PLACE DBK 116 P 208 & ALSO THE STRIP OF LAND LYING E OF SD LOTS #SEC 28 T4S R1W #MP29 10 28 2 005 (29 10 28 2 005 005.XXX) 612 HOUSTON ST**

Nuisance Date: Nuisance Date: 3/13/2026

Date lot was cut: Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		18,727	$	0.0125	$	234.09
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	391.09

Sheli a Pearson
SECRETARY

Marchetta Foster
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **WYATT LEONARD C SR &**

GRACE Y WYATT

Address: **6427 MIDDLE RING CT**

City, State, Zip: **MOBILE, AL 36608**

Repeat Group Number: **100** Item # **18**

Lot Description: **LOT 18 BLK 12 FISHER TRT DB K 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 326.XXX) 504 MAPLE ST**

Nuisance Date: 3/13/2026

Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,100	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Sheila Dean
SECRETARY

Marchetta Foster
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

June 8, 2026

Lot Owner: **TURNER WILLIE PEARL**

Address: **1912 SEALE ST**

City, State, Zip: **MOBILE, AL 36617-3405**

Repeat Group Number: **100** Item # **20**

Lot Description: **LOT 10 BLK 3 TOULMINVILLE HGTS DBK 130 P 276 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 054.XXX) 951 MINOR ST**

Nuisance Date: 3/13/2026

Date lot was cut: 5/28/2026 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,107	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	382.00

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 100** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

60- 2026

R E S O L U T I ON

Sponsored by: Mayor Spiro Cheriogotis

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

May 0 FFOM – Mack C. Weaver (Emp #10771)

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

Adopted:

_____

City Clerk

Email address	petersenj@cityofmobile.gov
Name of Nominee	Chief Mack Weaver
Rank of Nominee	Chief
Assignment of Nominee	Admin
Date of Incident	May 29, 2026
Incident Number	N/A
Type of Award being reguested	Employee of the Month
Summary of Incident / Action	Chief Weaver spent several weeks working and fixing the ventilation prop to have it ready for department wide quarterly training. He even used some of his personal tools and equipment and working past regular hours to complete this project.
Name of Originator	Jamey Petersen
Rank of Originator	Captain
Assignment of Originator	Admin
I certify that the fact contained in the summery are both known to me and are a matter of record.	Jamey Thomas Petersen

PDF generated with the Google Forms Notification add-on.

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

These messages are not added in the premium version.

Chief Weaver spent several weeks working tearing down and replacing rotten wood and broken parts. He secured funding and even used some of his personal tools and Equipment to complete the repairs. He feverishly worked past regular hours to complete this project. He maintained and propelled the 2601 recruit class towards graduation, while preparing for department wide quarterly training. Chief Weaver has spent more than Five years at Mobile Fire and Rescue Training center. He has been an invaluable educator and life coach. He has mentored many recruits and employees establishing a professional comprehensive curriculum. Chief Weaver has been engaged with each member of this department while maintaining harmonious training standards set by the State of Alabama. His dedication and work ethic is one to be matched and compared with as he works to meet the area needs of our ever-changing department and personnel.

FIREFIGHTER

OF THE MONTH

Mack C. Weaver

The Mobile Fire-Rescue Department (MFRD) is proud to honor Fire Service District Chief Mack C. Weaver as the Firefighter of the Month for May 2026 for extraordinary and exceptional dedication, consistent performance, and significant contributions to Mobile Fire-Rescue Department.

May 2026

MOBILE FIRE-RESCUE DEPARTMENT

C.J. SMALL
PRESIDENT, MOBILE CITY COUNCIL

BARRY N. GLISSON
FIRE CHIEF

SPIRO CHERIOGOTIS
MAYOR, CITY OF MOBILE

CAPITAL CONTRACT SUMMARY SHEET

2026

R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis
Councilmember Ben Reynolds

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $650,000.00 be transferred from Capital Project #CIP04, CIP DISTRICT 4 - CIP TOTAL $4M, (20002000.94070) to Grant Project G-GMHMC, HALLS MILL CREEK PUBLIC ACCESS PROJ, (500005000.93030). These funds will be used to support funding for the railroad crossing portion of the project.

ADOPTED:

_____

CITY CLERK

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM PROGRAMS AND PROJECT MANAGEMENT DEPT. 2045

DATE OF REQUEST: 6/4/26

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 4

REQUEST: Please transfer $ 650,000.00

FROM CAPITAL PROJECT#: CIP04

CAPITAL PROJECT NAME: CIP DISTRICT 4 CAPITAL HOLDING ACCOUNT

DEPT. PROJECT#:

TO GRANT FUND PROJECT#: G-GMHMC

PROJECT NAME: HALLS MILL CREEK PUBLIC ACCESS PROJECT-BOAT RAMP.

ACCT PROJECT STRING#: 50005000 93030

Jennifer Greene

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

CAPITAL CONTRACT SUMMARY SHEET

2026

R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis
Councilmember Ben Reynolds

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $181,447.89 be transferred from Capital Project #C0NO4, CIP DISTRICT 4 CONTINGENCY PROJECT, (20002000.94070) to Grant Project G-GMHMC, HALLS MILL CREEK PUBLIC ACCESS PROJ, (500005000.93030). These funds will be used to support funding for the railroad crossing portion of the project.

ADOPTED:

_____

CITY CLERK

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM PROGRAMS AND PROJECT MANAGEMENT DEPT. 2045

DATE OF REQUEST: 6/4/26

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 4

REQUEST: Please transfer $ 181,447.89

FROM CAPITAL PROJECT#: CON04

CAPITAL PROJECT NAME: CIP DISTRICT 4 CONTINGENCY

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-GMHMC

PROJECT NAME: HALLS MILL CREEK PUBLIC ACCESS PROJECT-BOAT RAMP.

ACCT PROJECT STRING#: 50005000 93030

Jennifer Greene

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

CAPITAL CONTRACT SUMMARY SHEET

2026

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 $250,000.00 be transferred from Capital Project #C0116, CAPITAL IMPROVEMENT RESERVE, (20002000.94070) to Grant Project G-GMHMC, HALLS MILL CREEK PUBLIC ACCESS PROJ, (500005000.93030). These funds will be used to support funding for the railroad crossing portion of the project.

ADOPTED:

_____

CITY CLERK

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM PROGRAMS AND PROJECT MANAGEMENT DEPT. 2045

DATE OF REQUEST: 6/4/26

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: CW

REQUEST: Please transfer $ 250,000.00

FROM CAPITAL PROJECT#: C0116

CAPITAL PROJECT NAME: CAPITAL RESERVES

DEPT. PROJECT#:

TO GRANT FUND PROJECT#: G-GMHMC

PROJECT NAME: HALLS MILL CREEK PUBLIC ACCESS PROJECT-BOAT RAMP.

ACCT PROJECT STRING#: 50005000 93030

Jennifer Greene

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 2026

Submitted by:
Jon Carfargno

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize the Master Services Agreement with Berlin Rosen, LLC for services to the Mobile Museum of Art

Amount of Contract:
$10,000.00 Monthly Retainer + Fees

Funding Source
GEN FUND 10040560 / 42010

ATTACHMENTS:
1. Resolution Berlin Rosen, LLC GATEWAY exhibition
2. 18449_Mobile_Museum_of_Art_+_Berlin_Rosen_-_MSA_+_Addendum_+6.8.26(COM_Legal)_Final_6.10.26 BR Signed

REVIEWERS:
Patricia Primm
Donna Bryars
Geoffrey Alexander
James Barber

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Master Services Agreement between the City of Mobile and Berlin Rosen, LLC, to work in collaboration with the Mobile Museum of Art to raise the profile of the MMOA and its "GATEWAY" exhibition, which is attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

_____

City Clerk

Docusign Envelope ID: FE5D1903-458F-883E-83FC-98C0E7445E81

Master Services Agreement

This Agreement is made as of the date on which the last party executes this Agreement (the "Effective Date") between Berlin Rosen, LLC, a limited liability company, whose principal place of business is located at 195 Broadway, 26th floor, New York, NY, US 10007 ("Company"); and The City of Mobile, a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council ("Client") in order to allow Client to engage Company to perform certain Services (as defined below) (the "Agreement").

1. SERVICES

(a) Client engages Company to carry out and Company agrees to provide the services ("Services") as set forth in one or more Statements of Work ("SOW"), the first of which is set forth in Exhibit 1. Each SOW will be governed by this Agreement. In the event of a conflict between this Agreement and any SOW, the Agreement shall control unless the SOW expressly states that a specific term in this Agreement does not apply to the SOW or is expressly superseded by a different term in the SOW.

(b) In the event Client requests changes to the scope or nature of the Services and Company determines that a requested change requires an adjustment to the Fees for the applicable Services, Company will furnish to Client a change order setting forth the change requested by Client and the adjustment to the Fees ("Change Order"). The changes and adjustment to Fees shall become effective only upon the parties' execution of the Change Order. Client shall pay Company's Fees and Expenses/Program Costs (as defined below) incurred prior to Change Order execution.

(c) Services provided by Company may be performed by Company's employees or by freelance/temporary personnel ("Subcontractors"). In addition, Company may engage or interact with third party vendors/suppliers and media ("Suppliers") to perform certain Services, create the Deliverables (as defined below), and purchase/interact with Media (defined as any individual, entity, or organization, that is engaged in gathering, reporting, publishing, broadcasting, or disseminating news, information, or content to the public, including but not limited to newspapers, magazines, television and radio, online news, blogs, podcasts, social media platforms, journalists, reporters, editors, producers, and representatives or affiliates of such organizations). Company is authorized to act on Client's behalf as Client's agent in order to purchase Media and engage Suppliers to perform the Services and to create the Deliverables. Company shall endeavor to guard against any loss to Client as the result of the failure of Suppliers (including, without limitation, vendors, Media, talent, influencers, and licensors) to properly execute their commitments, but Company will not be responsible for their failure, including, for clarity, for any materials published or written by the Media or the Media's failure to publish proposed materials.

2. CLIENT RESPONSIBILITIES

(a) Client shall provide Company with all information, feedback, assistance and materials that Company requests to facilitate the performance of the Services. Company shall not be responsible for any delays caused by Client's failure to respond in a timely fashion. Client's feedback/approval under this Agreement may be delivered by (a) oral feedback in phone or in person, (b) email or other writing from Client, or (c) signature/initial of Client. In particular (but without limitation) Client agrees to:

(i) notify Company of any inquiries related to any Services from Media;

(ii) advise Company no later than ten (10) days prior to the scheduled or anticipated occurrence of any major events that would impact the Services under an active SOW;

(iii) provide information or documentation requested by Company to substantiate or confirm any statements about Client's products/services in the Deliverables;

(iv) review any statement made in any document or Deliverable submitted by Company to Client for accuracy and notify Company promptly if Client considers that such statement is incorrect or misleading in any way or is likely to give rise to any claim or action against Client and/or Company, whether for defamation, false advertising, or otherwise;

Docusign Envelope ID: FE5D1903-458F-883E-83FC-98C0E7445E81

(v) review any taglines, slogans, logos, copy, designs, product/brand names, trade dress, sound marks, or other trademarks/service marks (collectively "Marks") provided by Company as part of the Services/Deliverables to ensure that they do not infringe any existing trademark or proprietary rights;

(vi) ensure any materials prepared or created by Client or on its behalf, whether based on ideas/strategy provided by Company or otherwise, comply with applicable laws (including, without limitation false advertising and intellectual property laws) and that Client has secured any necessary clearances with respect thereto.

(b) Client represents and warrants that:

(i) all information provided by Client to Company is accurate and complete and that Client is entitled to provide such information;

(ii) all information or materials (including any photography, artwork, logos, trademarks, video, or literature) provided by Client for use by Company will not infringe any patents, copyrights, trade secret rights, trademarks, trade dress rights, or any other proprietary rights (including without limitation moral rights or rights of privacy or publicity) of any third party; and

(iii) Client is not under any preexisting obligations inconsistent with this Agreement.

3. FEES

(a) Company's fees for the Services shall be set forth in the applicable SOW ("Fees") and payable in accordance with Section 5. With respect to a retainer SOW (wherein services are provided at a monthly fee over a period of three (3) or more months), Company and Client shall negotiate in good faith to agree to a new retainer SOW and Fee at least sixty (60) days prior to the expiration of the then-current SOW. In the event that Fees for the new retainer SOW are not agreed upon by the end of the then-current retainer SOW, Company shall continue to bill and Client shall continue to pay the prior retainer SOW Fees monthly until a new retainer SOW is mutually agreed upon in writing.

(b) In addition to the amounts above, Client agrees to pay Company a resource charge equal to six percent (6%) of the Fees invoiced to Client under each SOW hereunder in order to cover Company's costs for necessary databases, subscriptions, dues, research, intelligence infrastructure and investment, and other similar or administrative costs ("Resource Charge"), the same charged to Client monthly (or on the same schedule as Fees in the SOW) provided the applicable SOW expressly includes the Resource Charge with a specific, itemized dollar amount, the SOW is presented to the City for approval by its Mayor or City Council as part of that SOW's authorization process. The parties agree the Resource Charge will not be applied to the initial scope in Exhibit 1.

(c) Beginning on the first anniversary of the Effective Date and on each subsequent anniversary thereafter, Fees for Services provided by Company may be increased in an amount agreed by both parties at least thirty (30) days prior to the Agreement's anniversary.

4. EXPENSES AND PROGRAM COSTS

In addition to the Fees, Client shall pay:

(a) Expenses, including (without limitation) postage and packaging, out of country telephone calls, faxes, general stationery and photocopying, subscriptions, couriers, media monitoring, travel, accommodation and subsistence, and physical storage of Client product ("Expenses") incurred by Company in the performance of Services. Expenses shall be charged to Client monthly at cost.

(b) Costs for goods and services acquired from Suppliers and Subcontractors that are approved by Client in advance of being incurred, including photography, reproduction, artwork, design, printing, Media, market research, exhibition and display materials, press distribution and major mailings, artist/celebrity fees, venues, licensing, legal advice and any other like costs ("Program Costs") will be invoiced to Client. Except as set forth below in Section 5, Program Costs specifically approved by Client through a fully executed SOW, shall be charged to Client monthly and subject to a 15% vendor pass-through and handling charge.

5. PAYMENT TERMS

(a) Unless otherwise set forth in an SOW, invoices for Company's Fees, Expenses, Program Costs and the Resource Charge will be issued in advance on or by the 1st day of each month.

(b) Notwithstanding anything to the contrary above, if Company is required to make a cost commitment or payment (for Expenses, Media purchases, or Program Costs) for expenditures tied to Services in a fully executed, Mayor or Council-approved scope of work with defined and itemized costs and in excess of $500, Client shall be required to provide Company with sufficient funds prior to the payment or commitment being made to the relevant third party. Company shall not be required to engage any third parties or pay any costs 1) without such costs being stated in a fully executed, Mayor or Council-approved scope of work or amendment to such scope of work, and 2) prior to receipt of funds from Client. Company shall not be responsible for any additional costs or delays in providing Services/Deliverables as a result of Client's failure to timely provide such funds.

(c) Except as set forth above, Client shall pay any amount due to Company within thirty (30) days of Client's receipt of an invoice for such amount. Payment shall be made via ACH to an account directed by Company.

(d) Upon execution of each SOW, Company may require Client to pay Company an amount equal to one month's Fees pursuant to the applicable SOW (the "Deposit"). If Client is current on all payments due to Company prior to the last month of the applicable SOW, it may elect to have Company apply the Deposit toward payment of the last monthly Fees. Company shall be permitted to use the Deposit at any time to settle any unpaid amounts.

(e) Client shall have a reasonable time from the date of receipt of any invoice from Company to provide written notice to Company of any dispute regarding such invoice, provided such notice is received by Company prior to the invoice being due. Any such written notice must describe in reasonable detail the basis for the dispute. If Client fails to provide such written notice within thirty (30) days of receipt of the disputed invoice, the invoice shall be deemed approved. Notwithstanding any dispute, Client shall remain obligated to pay any undisputed portion of the invoice within fifteen (15) days of receipt of the invoice.

(f) If payment of any invoice is more than thirty (30) days past due, Company may suspend Services until such time as all overdue payments have been made, which shall not constitute a breach of this Agreement. Client agrees and acknowledges that, notwithstanding such suspension, it shall remain fully liable to Company for all Fees as the same become due pursuant to the Agreement or any applicable SOW.

(g) In the event that Company or any Affiliate prevails on any claim against Client to recover any amounts due and owing under this Agreement or any SOW, Company or its Affiliate shall be entitled to recover from Client all costs and expenses incurred in connection with such action or proceeding, including, without limitation, reasonable attorneys' fees and court costs.

6. INTELLECTUAL PROPERTY RIGHTS

(a) Company agrees that to the extent permitted by or possible under applicable law, Client shall own all right, title and interest in all finished materials, work product or other items that are created, produced, or developed by Company for Client in connection with the Services under any SOW and paid for by Client as required hereunder ("Deliverables"), including without limitation all rights of copyright or other intellectual property rights pertaining thereto, in all forms. Company agrees that the Deliverables are "works made for hire" for Client under Section 101 of Title 17 of the United States Code. If the Deliverables are deemed not to be "works made for hire," Company does hereby sell, transfer, assign and deliver to Client and its successors and assigns forever, all of Company's right, title and interest, including all copyright interest, in the Deliverables. The term Deliverables shall not include Company Property or Third Party Materials, as defined below.

(b) Company shall retain its ownership of and all right, title and interest to: (a) materials owned by or licensed to Company prior to, or independent from, the Services, and all modifications thereof; (b) all generic or proprietary information, and all ideas, methodologies, tools, approaches, software, applications, inputs, processes or procedures used, created or developed by Company in the general conduct of its business, including those developed during the provision of Services; and (c) pitched, preliminary, or draft ideas, concepts, proposals, working papers or any materials, data, work product or other items that are (i) not incorporated into the Deliverables, (ii) rejected or unused by Client, and/or (iii) out of scope of a particular SOW (collectively, "Company Property").

(c) Client's use and ownership of the Deliverables shall be limited by any intellectual property rights of third parties therein, including, without limitation, actors/models, software providers, AI tools, music publishers, photographers, stock houses, and other third parties ("Third Party Materials"). If Client wishes to use Third Party Materials in the Deliverables, the parties will agree in an SOW or other writing (email is sufficient) if the Third Party Materials will be (i) procured by Company on Client's behalf and at Client's cost (the scope of the license to be agreed by the parties); (ii) procured by Client; or (iii) at Client's sole election, used without license (e.g., in the case of third parties mentioned in a press release or Deliverables that respond to memes, current events, and other hot topics ("Uncleared TPM")). Client shall bear all risk with respect to Third Party Materials that fall into categories (ii) and (iii), and Company shall not be required to procure Third Party Materials unless agreed by the parties pursuant to (i).

7. CONFIDENTIAL INFORMATION

(a) In performing the obligations under this Agreement, each Party ("Recipient") may gain access to Confidential Information of the other Party ("Discloser"). Confidential Information means (i) any non-public information, actual or planned, relating to the research, development, products, trade secrets, technology, business models, plans or processes, marketing plans, sales information, customers/clients, finances, business affairs, or personnel of a party or any of its Affiliates; (ii) the terms and conditions of this Agreement and any SOW; or (iii) any information designated in writing by either party as confidential. Confidential Information shall not include information that: (x) is or becomes generally available to the public, through no breach of this Agreement by Recipient or anyone acting on its behalf; (y) is obtained on a non-confidential basis by Recipient from a third party who is lawfully in possession of such information and not under any duty not to disclose or use it; and (z) is known by Recipient prior to disclosure by the other party as evidenced by written records contemporaneous to the time such information previously became known to Recipient.

(b) Recipient shall keep confidential and shall not disclose or use any of Discloser's Confidential Information for any purpose other than to perform its obligations under this Agreement.

(c) Recipient shall use reasonable care to protect and avoid disclosure of and unauthorized access to Discloser's Confidential Information in Recipient's possession or control, which level of care shall, at a minimum, not fall below the level of care that Recipient uses to protect and avoid disclosure of and unauthorized access to its own similar information.

(d) Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information: (i) to Recipient's employees, Affiliates, subcontractors/suppliers, and financial and legal advisors as necessary to carry out Recipient's obligations under this Agreement and, provided that, prior to such disclosure, Recipient ensures such parties are bound by confidentiality obligations consistent with this Agreement; (ii) to any other person or entity with Discloser's prior written consent; or (iii) as is necessary to comply with a judicial or governmental order; provided, however, that, to the extent possible, Recipient shall promptly give Discloser notice of such disclosure obligation to allow Discloser a reasonable opportunity to seek a protective order or other relief preventing disclosure.

(e) The parties agree that the confidentiality obligations set forth in this Agreement supersede any obligations of confidentiality contained in any non-disclosure agreement previously entered into by them related to the subject matter of this Agreement, the same which shall now be deemed null and void as of the date of this Agreement without any further action on the part of the parties.

Docusign Envelope ID: FE5D1903-458F-883E-83FC-98C0E7445E81

(f) Nothing herein is intended to restrict Company's right to use any ideas, data, metadata, concepts, expertise, know-how and learnings Company may discover, acquire or develop during the provision of Services that is of general application and/or is anonymized or does not otherwise contain any Confidential Information of Client.

8. INDEMNIFICATION AND LIABILITY

(a) The indemnification obligations of the parties are set forth in the Addendum No. 1 attached hereto.

(b) The indemnification obligations set forth herein shall survive the expiration or earlier termination of this Agreement. The indemnities in this Agreement are contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any claim which may give rise to a claim for indemnification hereunder; (ii) the indemnifying party being allowed to control the defense and settlement of such claim; and (iii) the indemnified party cooperating with all reasonable requests of the indemnifying party (at the indemnifying party's expense) in defending or settling such claim. The indemnified party shall have the right, at its option and expense, to participate in the defense relating to such a claim through a counsel of its own choosing, provided that the indemnified party will not settle any claim without the consent of the indemnifying party.

(c) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF ACTUAL OR ANTICIPATED INCOME OR PROFITS, LOSS OF CONTRACTS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES OF ANY KIND, HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS FORESEEABLE, FORESEEN OR KNOWN. COMPANY'S MAXIMUM AGGREGATE LIABILITY TO CLIENT UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH CLAIM ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL IN NO CIRCUMSTANCE EXCEED THE TOTAL FEES PAID BY CLIENT TO COMPANY UNDER THE SOW FROM WHICH THE LIABILITY AROSE, IN THE 12 MONTHS PRIOR TO INCURRING SUCH LIABILITY.

(d) EXCEPT AS EXPLICITLY PROVIDED HEREUNDER, ALL INFORMATION AND DELIVERABLES PROVIDED BY COMPANY ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THEIR ACCURACY, COMPLETENESS OR PERFORMANCE. COMPANY DISCLAIMS ALL LIABILITY FOR ANY DECISIONS, ACTIONS OR OUTCOMES ARISING FROM CLIENT'S USE OR RELIANCE ON SUCH MATERIALS, WHICH SHALL BE CLIENT'S SOLE RESPONSIBILITY AND LIABILITY.

(e) With regard to materials, products or other items provided by Client to Company or created in the course of providing the Services, Client shall insure such materials against loss or damage when in transit between Company and Client or any third parties for the purposes of production, publication, or other distribution and when in the possession of those third parties.

9. SOLICITATION RESTRICTION

During the Term and for twelve months after expiration or termination of this Agreement and any SOW (the "Restricted Period"), neither party shall, without the written consent of the other party, solicit or entice (either directly or indirectly) or attempt to solicit or entice (or authorize the taking of such action by any other person) any person who is an employee or freelance consultant during the preceding six months to terminate their employment or contract for services with such party, provided, however, that nothing in this Section shall be deemed to restrict either party (or a designee) from engaging in general hiring and solicitation practices not specifically targeted at the other party or its personnel ("Permitted Solicitations").

10. TERM AND TERMINATION

(a) This Agreement shall begin on the Effective Date and continue until terminated by either party as permitted hereunder ("Term").

(b) Company shall have the right to terminate this Agreement or any SOW, in whole or in part, effective immediately, by providing Client written notice of termination if payment is not made by Client to Company in accordance with Section 5;

Docusign Envelope ID: FE5D1903-458F-883E-83FC-98C0E7445E81

(c) In addition, either party may terminate this Agreement or any SOW, effective immediately, by providing written notice of termination to the other party if:

(i) the other party materially breaches this Agreement or any SOW, provided that the party that claims such breach occurred must include in such written notice specific identification of the breach, and that the party alleged to have committed such breach shall be provided with sixty (60) days from the date of the receipt of written notice to cure the breach (if curable);

(ii) continuing the commercial relationship with the other party under this Agreement or any SOW hereunder becomes unlawful; or

(iii) the other party becomes insolvent, enters into liquidation, whether voluntary or compulsory, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of debt; or ceases or threatens to cease business.

(d) Without limitation to any other termination rights granted under this Agreement, either party may terminate, in whole or in part, this Agreement or any SOW for any purpose whatsoever upon ninety (90) calendar days' written notice of termination to the other party.

(e) The termination of this Agreement shall be without prejudice to the accrued rights of either party prior to termination. Without limiting the foregoing, Client shall be required to pay Company for all Fees, Expenses, Program Costs or other amounts accrued and unpaid through the effective date of termination. For clarity, Client shall continue to pay Company's Fees during any notice period above (in the event an SOW expires during the notice period, the Fees shall continue to be paid on the same cadence (e.g., monthly) in the expired SOW through the end of the notice period).

11. FORCE MAJEURE

Neither party shall be liable for any delay in performing or failure to perform its obligations hereunder (other than payment obligations) to the extent that and for so long as the delay or failure results from fire, flood, pandemic, strike or other labor interruption, war, riot, insurrection, civil disturbance, an act of government, an Act of God, in each case which could not have been reasonably foreseen by the party at the time of contracting ("Force Majeure Event") provided the same arises without the fault or negligence of such party. Each party shall use its reasonable endeavors to minimize the effects of any Force Majeure Event. Immediately upon becoming aware of any Force Majeure Event, the affected party shall notify the other party of the manner and extent to which its obligations are likely to be prevented or delayed and the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the Force Majeure Event.

12. SURVIVAL

The following Sections shall survive the end of the Term: Section 3 (Fees); Section 4 (Expenses and Program Costs); Section 5 (Payment Terms), Section 6 (Intellectual Property Rights), Section 7 (Confidential Information), Section 8 (Indemnification and Liability), Section 9 (Solicitation Restriction), Section 10 (Term and Termination), Section 12 (Survival), Section 13 (Notices), Section 14 (General), and Section 15 (Additional Event Terms).

13. GENERAL

(a) This Agreement (including all Exhibits and Addendum hereto) contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written, with respect to such matters.

(b) Except as set forth herein, no party to this Agreement may assign any of its rights or delegate any of its obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party. For clarity, Company may assign any and all of its rights under this Agreement to one or more of its Affiliates or pursuant to any sale, merger or other transfer of Company's business or assets with the prior written consent of Client. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns. Any assignment in violation of this provision shall be void.

Docusign Envelope ID: FE5D1903-458F-883E-83FC-98C0E7445E81

(c) This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof unless expressly so-provided herein. The rights and remedies herein provided shall be in addition to any rights or remedies provided by law.

(d) In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

(e) The headings or titles of the sections in this Agreement or any SOW are for convenience purposes only and shall have no effect on the construction or interpretation of any part of this Agreement or any SOW. Further, the principle that ambiguities in a contract should be interpreted against the drafter of the contract shall not apply to this Agreement or any SOW, but rather the Agreement and all SOWs shall be construed as if equally drafted by all parties.

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[Signature page to follow]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

Berlin Rosen, LLC

Signed by:
By: Alexia Sellas
F73B2715E0B3427...
Alexia Sellas
Title: Head of Operations
Date: 6/11/2026

State of Florida }
County of Polk }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Alexia Sellas whose name as Head of Operations of Berlin Rosen, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability corporation.

In witness whereof, I hereunto set my hand and official seal on this 11 day of June, **20** 26

By Alexia Sellas appeared by way of online notarization and who produced New York DL as ID today 11/June/2026.

Signed by:
E477AD5BC854489...
Notary Public
Print Andrea Pagan Beltran
My commission expires: 11/20/2028

(Seal)

NOTARY PUBLIC STATE OF FLORIDA
ANDREA PAGAN BELTRAN
COMMISSION #HH 614505
EXPIRES ON
NOVEMBER 20, 2028

This notarial act was an online notarization along with multi-factor authentication and using audio/video recording.

CITY OF MOBILE

By:
Spiro N. Cheriogotis, Mayor

Date:

ATTEST:

City Clerk

Docusign Envelope ID: FE5D1903-458F-883E-83FC-98C0E7445E81

EXHIBIT 1

Statement of Work

2026/2027 Retainer

This Statement of Work (the "SOW"), dated June 15, 2026 ("SOW Effective Date"), serves as the mutual agreement between Mobile Museum of Art (the "Client") and Berlin Rosen, LLC ("Company") for activities covered below and is subject to and is governed by the terms and conditions of the Master Services Agreement by and between Client and Company dated June 1, 2026 (the "Agreement").

The Mobile Museum of Art (MMoA) is one of the largest art museums along the Gulf Coast, bringing together a globally diverse collection spanning thousands of years with a strong emphasis on community engagement, education, and access. This fall, the Museum will present "GATEWAY," an exhibition that brings together canonical street artists from Jean-Michel Basquiat and Keith Haring to Kenny Scharf and KAWS.

In the lead-up to "GATEWAY," BerlinRosen proposes to work in collaboration with MMoA to raise the national profile of the Museum and its exhibitions. Our scope of work would include:

Message & narrative development. Immediately upon execution of this SOW, we will work together to craft a narrative around the exhibition as part of our larger efforts to cultivate a more expansive dialogue around the Museum–digging into your history, mission and most importantly, your current messaging priorities.

From there, Company will be able to develop effective media materials, including backgrounders and briefing documents for spokespeople, Q&As, and others, as needed.

Proactive storytelling. Working across national media platforms, Company will drive a proactive media campaign centered around "GATEWAY" that helps position the Museum as a dynamic hub for some of the most exciting artists of our time.

Company will design and implement plans to maximize storytelling and recognition, targeting a total of 3-5 stories, including:

- A preview business-focused story in an art trade (e.g. Artnet News, ARTnews, The Art Newspaper) highlighting the Museum's collaboration with Masterworks, emphasizing new models of institutional partnership and audience engagement
- Coverage tied to the press trip, timed with Kenny Scharf's visit, generating 1–2 stories that foreground the exhibition in national publications (e.g. Surface, Office, Hypebeast, Observer, Colossal, Dezeen, Flaunt, Artillery, Cool Hunting, Juxtapoz).
- A destination-driven feature positioning southern Alabama as an emerging arts and cultural hub, anchored by the Museum's program and impact. Targets include Thrillist, AFAR, and Travel + Leisure.
- Inclusion in upcoming listicles and roundups of best shows to see

Press trip. Timed to coincide with Kenny Scharf's visit, we will secure a group of 2–3 high-profile arts, culture, and lifestyle writers and influencers, to experience the works in person for coverage. Company will work with Client to design an itinerary that not only communicates the breadth of the exhibition but also the Museum's collection, programming, and position in the broader cultural landscape. Coverage resulting from the trip will include 1–2 stories tied to Scharf's visit and a destination-focused feature on southern Alabama.

Working together. To ensure we stay closely aligned, we would institute regular formal and informal processes to collaboratively assess our work and discuss insights, best practices and lessons learned. These would be tailored to your schedule/preferences but typically include a bi-weekly 30-minute check-in call as well as a dedicated email alias to reach the entire team at once.

Timeline

The Services under this SOW will begin on June 15, 2026 and will continue until June 14, 2027.

Budget

For the Services set forth above, Company will invoice Client $10,000 per month ("Monthly Retainer").

IN WITNESS WHEREOF, the parties have executed this SOW as of the SOW Effective Date above.

City of Mobile

By: _____

Name: _____Spiro N. Cherigotis____

Title: _____Mayor_____

Date: _____

Berlin Rosen, LLC

Signed by:

By: Alexia Sellas
F73B2715E0B3427...

Name: Alexia Sellas

Title: Head of Operations

Date: 6/11/2026

Docusign Envelope ID: FE5D1903-458F-883E-83FC-98C0E7445E81

Addendum No. 1

This Addendum No. 1 ("Addendum") is attached to and incorporated into that certain Master Service Agreement (the "Agreement") by and between Berlin Rosen, LLC ("Company") and the City of Mobile, Alabama ("Client").

This Addendum is made a part of the Agreement as if fully set forth therein and shall be deemed incorporated into the Agreement upon execution by the parties.

In the event of any conflict between this Addendum and the Agreement, this Addendum shall control.

The following clauses should be incorporated into the Agreement:

I. Indemnification

Company shall indemnify, defend and hold harmless Client and its officers, elected officials, agents, representatives, and employees from and against any and all third-party claims, injuries, losses, diminution in value, damages, liabilities, 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 Company's negligent, reckless, or intentional acts or omissions in its performance under the 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. Company will defend at its expense or settle any third-party claim against Client alleging that the Services provided under this Agreement infringe intellectual property rights, and Company will pay infringement claim defense costs, Company negotiated settlement amounts and damages finally awarded by a court; provided that Company shall have no obligation for any such claim to the extent arising from: (i) any user-generated or influencer-produced content/materials to the Client sources, directs, or manages outside of the Scope of Work. If and to the extent Company's obligation to indemnify Client arises from the acts/omissions of or licenses/rights procured from a third party and approved by Client as required in Section 4(b) (including, without limitation, Suppliers), Company's liability to Client shall be limited to the amount recoverable from such third party. Client's approval of a third party under Section 4(b) shall not constitute acceptance of any limitation of liability in Company's agreements with such third party. Company's liability to Client shall not be reduced by any such limitation unless Company disclosed the specific limitation to Client in writing prior to Client's approval and Client expressly consented to such limitation in writing.. Notwithstanding the foregoing, neither Party shall be entitled to indemnification from the other Party to the extent a claim arises from the indemnified Party's own negligence, willful misconduct, or breach of this Agreement.

Client agrees to defend, indemnify and hold harmless Company, its parent company, owners, Affiliates, and each of their officers, directors, employees, agents, successors, and assigns (the "Company Indemnified Parties") from and against any and all direct Losses suffered, incurred or sustained by the Company Indemnified Parties or to which they become subject resulting from, arising out of any Claim in connection with the Services or Deliverables in an approved scope of work: (i) Client's breach of any responsibility or warranty hereunder; (ii) content, advertising, data, information, or other materials created by Client (or on its behalf) and/or provided by Client (or on its behalf) to Company for use in the Services or Deliverables; (iii) any claim, statement, or demonstration in any Deliverable (including, without limitation, claims alleging false advertising, libel, or defamation); (iv) Client modifications to the Deliverables and/or use of the Deliverables in violation of licenses for Third Party Materials; (v) the Marks; (vi) use of Third Party Materials (except as Company is required to obtain clearances under Section 6(c) of the Agreement and Uncleared TPM); (vii) Client's goods/services (including, without limitation product liability claims); or (viii) any Claim arising from a risk assumed by Client in a written scope of work executed by both parties, which specifically identifies the nature of the risk being assumed. Nothing in this Agreement shall be construed as a waiver of the Client's sovereign immunity or any other governmental immunity or privilege.

II. Insurance

1. During the term of this Agreement, Company shall acquire and maintain in full force and effect the following liability and comprehensive insured 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 additional insured, and shall attach to this contract as proof thereof of a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama., at its sole expense, insurance coverage to include at a minimum the following:

Docusign Envelope ID: FE5D1903-458F-883E-83FC-98C0E7445E81

1. Workers Compensation: In the amounts required by all applicable laws, rules or regulations of the State of Alabama

2. Comprehensive General Liability: $1,000,000 per occurrence and $2,000,000 in the aggregate.

3. Professional Liability: $2,000,000 per claim/aggregate; retroactive date no later than the start of Services; maintained through final completion and for two (2) years thereafter via continuous coverage or an Extended Reporting Period (ERP/tail). Consultant shall provide evidence of the retro date and ERP before final payment.

4. Umbrella Liability: $2,000,000 per occurrence and aggregate (true follow form over CGL, Auto, and EL, including additional insured, primary/non-contributory, and waiver of subrogation status).

2. Said certificate shall state that insurance coverage will not be altered or terminated unless Client shall be given written notice of such alteration or termination delivered to Client not less than thirty (30) days before the effective date of such alteration or termination.

3. The liability policies affording the coverages described in Subsections (A) and (B) above shall be endorsed to name City and its employees, agents, directors and officers as additional insureds, and endorsed that such insurance shall apply on a primary and non-contributory basis and waive the right of subrogation against and in favor of the City as an additional insured.

4. Consultant shall provide certificates of insurance and endorsements to City with the executed contract, before starting services, and upon renewal.

5. Company shall deliver certificates of insurance, and endorsements, to City and renewal policies shall be obtained, and certificates delivered to City prior to expiration. The insurer and/or Company shall mail thirty (30) days' prior written notice to certificate holder should any of the policies be cancelled prior to the expiration date, and ten (10) day's prior written notice for non-payment.

F. If any required policy lapses, is cancelled, or becomes non-compliant, Contractor shall fully reinstate coverage within three (3) business days after written notice from the City. Should Contractor fail to do so, the City may procure equivalent coverage and deduct all associated costs from payments otherwise due to Contractor.

III. Survival

All indemnity obligations and insurance requirements under this Agreement shall survive termination or expiration of this Agreement and remain enforceable until the later of the applicable statute of limitations period or required insurance coverage tail period.

IV. Notices.

All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid), or by email with read receipt. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

Docusign Envelope ID: FE5D1903-458F-883E-83FC-98C0E7445E81

CLIENT:
CITY OF MOBILE:
Jon Carfagno
Mobile Museum of Art
4850 Museum Drive
Mobile, Alabama
36608

BERLIN ROSEN, LLC.
Attention:
195 Broadway, 26 Floor
New York, NY 10007
Attn: Anca Cornis-Pop, Head of Legal
contracts@orchestraco.com

CITY OF MOBILE – LEGAL:
Attention: Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

V. Governing Law.

The laws of the State of Alabama, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator selected by the parties or, if they cannot agree, by the AAA or the chosen arbitration association. The arbitration shall take place in Mobile, Alabama. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including, without limitation, specific performance, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process. The arbitrator's award shall be final and binding on the parties and may be confirmed and enforced in any court of competent jurisdiction. The parties agree that the arbitration shall be confidential and that the existence and content of the arbitration proceedings and any documents or materials exchanged or produced in connection with them shall not be disclosed to any third party without the prior written consent of both parties, except as may be required by law or for the purpose of enforcing or challenging the arbitrator's award. The parties shall bear their own costs and expenses of the arbitration, unless the arbitrator decides otherwise. The prevailing party in any arbitration or litigation arising out of or relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the other party.

VI. Publicity

Neither party shall use the name, trademarks, logos, insignia, or other identifying marks of the other party in any advertising, marketing materials, press releases, promotional materials, endorsements, public announcements, or other publicity without the other party's prior written consent in each instance. Any use or reference does not imply endorsement by either party. Company may identify the City solely as a factual Client reference, subject to the City's prior written approval of the form, content, and context of such use. Any approved use shall comply with the applicable trademark usage guidelines provided by the owning party. Nothing in this Agreement shall be construed as granting either party any ownership interest in or license to use the other party's trademarks or identifying marks except as expressly authorized herein.

VII. Anti-Boycott.

Company agrees and represents 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.

VIII. Anti-Discrimination.

Docusign Envelope ID: FE5D1903-458F-883E-83FC-98C0E7445E81

Company 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.

IX. Compliance with Alabama Immigration Law.

By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all direct damages resulting there from.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2026

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: Amy Clark	
Commercial Lines - (248) 353-5800 USI Insurance Services LLC 2600 W. Big Beaver, Suite 140 Troy, Michigan 48084	PHONE (A/C, No, Ext): 6162814100	FAX (A/C, No):
	E-MAIL ADDRESS: GMBAAAACERT@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
INSURED Berlin Rosen, LLC 195 Broadway, 26 Floor New York, NY 10007	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 16046235 **REVISION NUMBER:** See below

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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N / N/A		RWC6200527	01/01/2026	01/01/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

The City of Mobile
4850 Museum Drive
Mobile, Alabama 36608

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

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2026

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: WTW Certificate Center
Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transportation Insurance Company	20494
INSURER B : Continental Casualty Company	20443
INSURER C : Continental Insurance Company	35289
INSURER D : AXIS Insurance Company	37273
INSURER E :	
INSURER F :	

INSURED
Berlin Rosen, LLC
195 Broadway, 26th Floor
New York, NY 10007

COVERAGES **CERTIFICATE NUMBER:** W46448321 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT X LOC OTHER:	Y	Y	7018198865	01/14/2026	01/14/2027	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BUA 7018198896	01/14/2026	01/14/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	7018198901	01/14/2026	01/14/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	Professional Liability			P-001-001216273-03	07/11/2025	07/11/2026	Each Claim/Aggregate:	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job Project Location: 18449

The City of Mobile, City and its employees, agents, directors and officers are included as Additional Insureds as respects to General Liability and Umbrella/Excess Liability.

General Liability and Umbrella/Excess Liability policy shall be Primary and Non-Contributory with any other insurance

CERTIFICATE HOLDER

The City of Mobile
Attention: Victoria Shoots
4850 Museum Drive
Mobile, AL 36608

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

Patricia A Forry

© 1988-2025 ACORD CORPORATION. All rights reserved.

Docusign Envelope ID: FE5D1903-458F-883E-83FC-98C0E7445E81

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED Berlin Rosen, LLC 195 Broadway, 26th Floor New York, NY 10007
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Umbrella/Excess Liability.

The Umbrella/Excess policy Follows Form.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Docusign Envelope ID: FE5D1903-458F-883E-83FC-98C0E7445E81



CNA

Business Auto Policy
Policy Endorsement

NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

13

000013 - 0199 of 0258 - NNNNNN - 01614 JOBID 3D4E8009726
INSURED

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.

© Copyright CNA All Rights Reserved.

CAPITAL CONTRACT SUMMARY SHEET

C#5815

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 2026

Submitted by:
Spiro Cheriogotis, Mayor

Sponsored by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Lance Slater, Chief Resilience Officer

Purpose and Scope of Project:
Authorize the Purchase and Sale Agreement and to accept the Deed for the acquisition of 6.1 acre tract of land known as Helen Wood Park located at 4614 Dauphin Island Parkway, Mobile, AL 36605 for the price of $39,000.00

Amount of Contract:
$39,000.00 plus closing costs

Funding Source
20002000-42200/C1006

ATTACHMENTS:
1. Helen Wood Resolution
2. Purchase and Sale Agreement Helen Wood Park
3. Capital Summary Sheet Helen Wood Park

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized to execute the Purchase and Sale Agreement and to accept the Deed for the acquisition of 6.1 acres of land, located on the North property line of Helen Wood Park at 4614 Dauphin Island Parkway, Mobile, AL 36605, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the price of $39,000.00 plus closing costs.

Said property is being conveyed to the City of Mobile by the University of South Alabama.

Be it resolved that the Executive Director of Finance be and is authorized and directed to issue payment in the amount of the sales price plus closing costs, less prorate share of property taxes payable to Surety Land Title Inc.

Be it further resolved that the Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the purchase of said property.

Adopted :

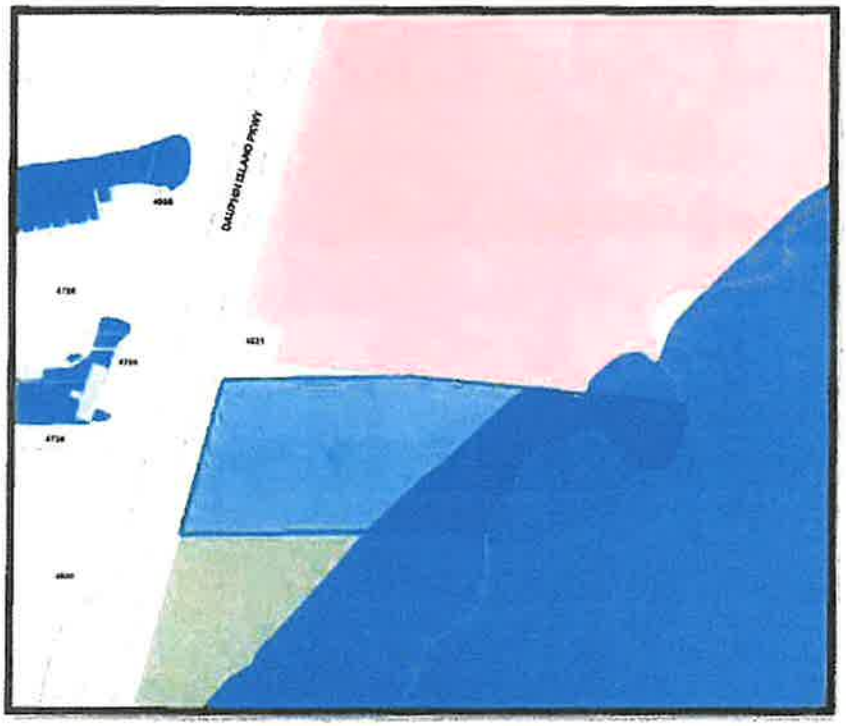
_____

City Clerk

Exhibit "A"

KEY NUMBERS – 1050098
PARCEL NUMBERS – 3214400001001.

LEGAL DESCRIPTIONS: **Metes and Bounds:** THAT PART OF LOT 7 DIV 3 MCVOY TRT DBK 5 OS 8 LYING E OF CEDAR POINT RD #SEC 40 T5S R1W #MP32 14 40 0 001



STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of June, 2026 by and between **UNIVERSITY OF SOUTH ALABAMA,** hereinafter referred to as "Seller" and, **CITY OF MOBILE**, an Alabama Municipal Corporation, hereinafter referred to as "Buyer".

RECITALS:

WHEREAS, this purchase is contingent on the approval and consent of the Mobile City Council and shall not become binding until such approval is obtained. Buyer's obligations are subject to lawful appropriation of funds. If such approval is not obtained, this Agreement shall automatically terminate and the Earnest Money shall be refunded to Buyer.

W I T N E S S E T H:

That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell and Buyer promises to purchase the property "AS IS, WHERE IS" and subject to the terms and conditions contained below, that certain real property, hereinafter referred to as "the Property," owned by Seller and commonly known as Key Number 1050098 in Mobile County, Alabama, an approximately 6.1 acre tract, located on the North property line of Helen Wood Park at 4614 Dauphin Island Parkway, Mobile, AL 36605, and more particularly described on Exhibit A, attached hereto and made a part hereof.

1. PURCHASE PRICE

The total Purchase Price for this property shall be THIRTY-NINE THOUSAND AND NO/100 ($39,000.00) DOLLARS, subject to lawful appropriation and budget approval.

2. TERMS OF PAYMENT

Buyer shall pay to Seller in cash at the closing of said Purchase and Sale the sum of THIRTY-NINE THOUSAND AND NO/100 ($39,000.00) DOLLARS. All earnest money shall be applied to the Purchase Price at Closing. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election.

3. EARNEST MONEY

Within five (5) days of full execution of this contract, Buyer shall deposit ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) (the "Earnest Money Deposit") in certified funds evidencing Buyer's good faith. Said funds to be deposited in escrow with Surety Land Title, Inc., 5909 Airport Blvd., Mobile, AL 36608 ("Escrow Holder") to be applied to the purchase price. If the title is not able to be conveyed to Buyer in the condition described in Paragraph 5, or if other contingencies or provisions as hereinafter specified cannot be met, this deposit is to be refunded to Buyer, otherwise to be retained by Seller and applied to the purchase price at closing. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies

hereunder against Buyer. In the event this transaction does not close, the Earnest Money Deposit shall be returned to Buyer unless the parties otherwise agree in writing.

If Escrow Holder is notified in writing of a dispute between Buyer and Seller regarding the Earnest Money Deposit, Escrow Holder shall be entitled to interplead the Earnest Money into a court of competent jurisdiction in Mobile County, Alabama, whereupon Escrow Holder shall be released from all obligations and liability hereunder.

4. CLOSING AND POSSESSION

This sale shall be closed at Surety Land Title, Inc., 5909 Airport Blvd., Mobile, AL 36608 on or before thirty (30) days after all terms and conditions herein have been satisfied and complied with and after all paperwork has been delivered, reviewed, and accepted by the parties ("Closing Date"). **Seller shall provide the Statutory Warranty Deed. Buyer shall pay to record the deed**. Buyer shall pay any closing fee charged by the title company. Each party shall be responsible for its cost of legal representation, if any.

5. TITLE AND CONVEYANCE

At the closing, Seller shall convey to Buyer by Statutory Warranty Deed, the indefeasible estate in fee simple to the Property, free and clear of all liens and encumbrances and subject only to the following:

(a) Current ad valorem taxes not yet due and payable at the time of closing;
(b) Standard exceptions of title insurance commitments issued within the State of Alabama;
(c) All exceptions to title insurance coverage set forth in Schedule B of Seller's existing Title Insurance Policy (Policy No/ O-9010-000491363), issued by Stewart Title Guaranty Company, dated March 12, 2026; and
(d) Any matters that an accurate survey or physical inspection of the Property would disclose, (the "Permitted Exceptions"). Buyer may obtain a boundary survey and terminate if unacceptable conditions are discovered.

Buyer accepts these Permitted Exceptions as-is. Seller shall have no obligation to cure, remove, or provide any credit for any title exceptions, whether identified in the existing policy or discovered during Buyer's due diligence. For the avoidance of doubt, Seller is not required to expend any sums to clear title or provide any form of extended coverage to Buyer.

6. COMMITMENT FOR TITLE INSURANCE

Within ten (10) days from the date of the complete execution of this Agreement, Buyer, at Buyer's expense, shall obtain commitment for title insurance from Surety Land Title Inc., in the full amount of the purchase price, said commitment shall obligate its issuer to provide an Owner's Guaranty of Title subject only to the exceptions described in Paragraph 5 above.

7. BUYER'S CONDITIONS PRECEDENT TO CLOSING

This contract of Purchase and Sale is subject to and conditioned upon Buyer satisfying himself to the following:

(a) Due Diligence

Buyer shall have thirty (30) days from the complete execution of this document to perform all studies and tests necessary for Buyer's intended project ("Due Diligence Period"). In the event that during the Due Diligence Period all conditions are found to be acceptable,

at Buyer's sole discretion, Buyer shall notify Seller in writing to proceed to closing. Should Buyer so proceed, sale shall be closed within thirty (30) days after the end of the Due Diligence Period, except by mutual written agreement of the parties. If on or before the expiration of the Due Diligence Period Buyer determines that the Property is not acceptable to Buyer for any reason whatsoever in Buyer's sole and absolute discretion, then Buyer shall have the unqualified right, at its election, to cancel and terminate this Agreement by written notice delivered to Seller on or before the expiration of the Due Diligence Period, whereupon the Earnest Money shall be refunded to Buyer and this Agreement shall be deemed canceled and terminated and neither Seller nor Buyer shall have any further obligation or liability to the other hereunder.

(b) Property Inspection

Seller shall grant Buyer or Buyer's agent the right to go upon the subject property and conduct such soil, engineering, environmental, and other tests, as Buyer deems desirable. Buyer shall pay all costs associated with any testing. Buyer shall not commit any waste of said property and shall be responsible for restoring the property to its original condition.

8. RISK OF LOSS

Pending the close of this transaction, the risk of loss or damage shall be on the Seller. At closing Seller shall deliver to Buyer possession of the Property in substantially the same condition as on the date of this Agreement.

9. PRORATIONS

All Ad Valorem taxes and rents, if any, are to be prorated as to the date of closing of this transaction. All bills and expenses shall also be prorated as of the closing date.

10. WAIVERS AND OTHER AGREEMENTS

This contract shall constitute the entire Purchase and Sale Agreement for the Property between the Seller and the Buyer, all other Purchase and Sale Agreements between Seller and Buyer for the Property, written or verbal, of any kind whatsoever being superseded and replaced by this Agreement. Any party hereto may waive any condition or requirement in favor of said party, or any default or defect in the performance of any other party hereto by giving notice of such waiver in writing to all parties hereto.

11. NOTICES

All notices, deliveries, or tenders given or made in connection herewith shall be deemed complete and legally sufficient if in writing and if delivered or mailed by U.S. First Class Mail, postage prepaid, and deposited in a post office in the continental United States, or by facsimile with verification of transmission and properly addressed to the respective party for whom same is intended, to wit:

To the Seller:	To the Buyer:
UNIVERSITY OF SOUTH ALABAMA Office of General Counsel 307 N. University Blvd., AD140 Mobile, AL 36688	City of Mobile, Real Estate Dept. P.O. Box 1827 Mobile, AL 36633-1827

12. HEADINGS

The numbered headings herein written are for the purposes of easy reference only and have no other application or effect.

13. SPECIAL PROPERTY ASSESSMENT

Intentionally omitted.

14. GOVERNING LAW

This contract shall be governed by and interpreted under the laws of the State of Alabama, and jurisdiction for any dispute shall be Mobile County, Alabama.

15. BINDING EFFECTS

The covenants herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, executors, successors and assigns of the respective parties hereto.

16. TIME

Time is of the essence with this Agreement.

17. CONSTRUCTION OF AGREEMENT

All provisions of this Agreement have been subject to full and careful review by and negotiation between Buyer and Seller. 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.

18. SELLER'S REPRESENTATIONS.

Seller represents that:

(a) Seller is the sole owner of the Property, has full authority to enter into this Agreement and convey the Property, and will execute all necessary contracts to transfer ownership upon approval of City Council.

(b) Seller warrants that it has not entered into any leases with respect to the Property and, to its knowledge, there is no occupant on the Property;

(c) Seller is aware of no pending litigation affecting title or threatened condemnation or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated;

(d) To the best of Seller's knowledge, the Property is not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any applicable laws pertaining to health or the environment;

(e) To the best of Seller's knowledge, no hazardous substances or solid wastes have been disposed of or otherwise released on the Property; At execution of this agreement Seller shall furnish to Buyer copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Land, if any. Seller has not used, nor authorized nor allowed the use of the Land for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or

federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property.

(f) To the best of Seller's knowledge, no portion of the Property is affected by any special assessments, whether or not constituting a lien thereof.

----------**SIGNATURE PAGE FOLLOWS**----------

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this instrument as of the day and year first above written.

SELLER: UNIVERSITY OF SOUTH ALABAMA

Kristen Roberts

By: Kristen Roberts
Date: 6/10/2026

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Kristen Roberts**, Vice President of Finance of the **UNIVERSITY OF SOUTH ALABAMA**, signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, she, in her capacity as such officer and with full authority, executed the same voluntarily for said entity on the day the same bears date.

Given under my hand this 10 day of June, 2026.

Vicky J. Burtt
Notary Public

My Commission Expires:

VICKY J. BURTT
My Commission Expires
May 18, 2027

BUYER: CITY OF MOBILE

BY_____
Spiro N. Cheriogotis, As Its Mayor
Date:___/___/2026

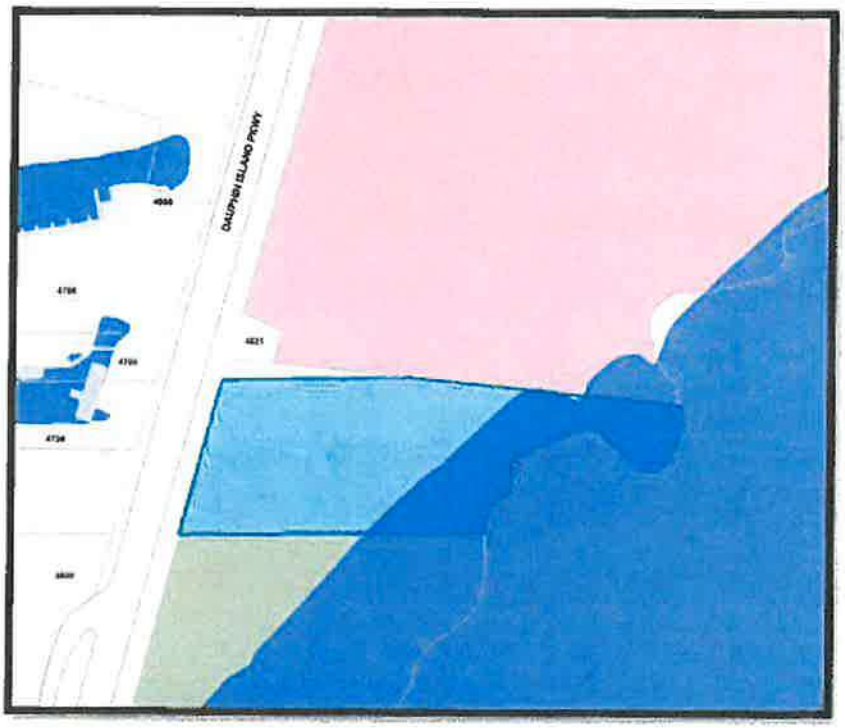
ATTEST:

_____
Lisa C. Lambert, as City Clerk

Exhibit "A"

KEY NUMBERS – 1050098
PARCEL NUMBERS – 3214400001001.

LEGAL DESCRIPTIONS: **Metes and Bounds:** THAT PART OF LOT 7 DIV 3 MCVOY TRT DBK 5 OS 8 LYING E OF CEDAR POINT RD #SEC 40 T5S R1W #MP32 14 40 0 001



CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: ROW Acquisition Access Etc

CAPITAL PROJECT # C1006 **DATE OF RECEIPT** 5/13/26

DEPT. PROJECT # 3030

PROJECT DESCRIPTION Purchase adjacent land north of Helen Wood Park for stabilization project of Helen Wood Park and future public use

CONTRACT AMOUNT $ 39,000.00 + Closing Costs

VENDOR NAME Surety Land Title, Inc.

VENDOR NUMBER 294264

DEPT # 3030 **DEPT NAME** Real Estate

CONTRACT ADMINISTRATOR Carleen Stout Clark

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: C Stout **Date** 6/11/26

Revised 5/16/2022 Tiffany Hollins



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Brand Industrial Services, Inc. for disembarkation ramp with canopy for Mobile Alabama Cruise Terminal.

Amount of Contract:
$260,716.12

Funding Source
Capital - Cruise Terminal Disembark Ramp

ATTACHMENTS:
1. 20260611 Brand Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 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 Brand Industrial Services, Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Brand Industrial Services, Inc. for scaffold disembarkation ramp with canopy for Mobile Alabama Cruise Terminal.
Capital - Cruise Terminal Disembark Ramp

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $260,716.12

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: Sealed bid 6042

How many bidders received bid packages (if applicable): 48 + 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
13557	2026	(2300) ADMINISTRATIVE SERVICES	DISEMBARKATION RAMP WITH CANOPY FOR MOBILE ALABAMA CRUISE TERMINAL (SEALED BI 6042)	$260,716.12	(300387) BRAND INDUSTRIAL SERVICES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00013557-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
BRAND INDUSTRIAL SERVICES INC	CRUISE TERMINAL
600 GALLERIA PKWY SE	201 SOUTH WATER ST
SUITE 1100	
	MOBILE, AL 36602
ATLANTA, GA 30339	laurencej@cityofmobile.gov
Tel#659 209 7423	Delivery Reference
	CRUISE TERMINAL DISEMBARK RAMP
	Deliver To
	OFFICE OF STRATEGIC INITIATIVE
	205 GOVERNMENT STREET
	4TH FLR S TOWER, ROOM 470/471
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/26	300387				ADMINISTRATIVE SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	DISEMBARKATION RAMP FOR MOBILE CRUISE TERMINAL - VENDOR TO PROVIDE ALL ENGINEERING, MATERIALS, EQUIPMENT AND LABOR FOR INSTALLATION, WARRANTY FOR DISEMBARKATION RAMP FOR MOBILE CRUISE TERMINAL. RAMP IS TO BE CONSTRUCTED AS PER CITY OF MOBILE BID #6042 SPECIFICATIONS AND YOUR RESPONSE TO OUR BID #6042. NO ADDITIONAL EXPENSE TO THE CITY SHALL BE INCURRED WITHOUT THE WRITTEN PERMISSION OF THE PURCHASING AGENT OF THE CITY OF MOBILE. NO EMPLOYEE, DEPARTMENT HEAD, CLERICAL, DIRECTOR, ETC. HAS THE AUTHORITY AUTHORIZE ANY ADDITIONAL EXPENSE BEYOND THE SCOPE OF THIS PURCHASE ORDER. ANY ADDITIONAL WORK OR EXPENSE MUST BE APPROVED FIRST IN WRITING. ANY WORK DONE WITHOUT THE PRIOR APPROVAL OF THE PURCHASING AGENT OF THE CITY OF MOBILE WILL BE DONE AT THE VENDOR'S EXPENSE. AS PER CITY OF MOBILE BID #6042 AND YOUR QUOTE DATED MAY 1, 2026.	1.00 EACH	215962.52000	215962.52
1	2000.80.00.0000.0000.0000.0000.0000.48010. E F959-002 .CONSTRUCTN. .			215962.52

Bill To	Requisition 00013557-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BRAND INDUSTRIAL SERVICES INC	CRUISE TERMINAL
600 GALLERIA PKWY SE	201 SOUTH WATER ST
SUITE 1100	
	MOBILE, AL 36602
ATLANTA, GA 30339	laurencej@cityofmobile.gov
Tel#659 209 7423	Delivery Reference
	CRUISE TERMINAL DISEMBARK RAMP
	Deliver To
	OFFICE OF STRATEGIC INITIATIVE
	205 GOVERNMENT STREET
	4TH FLR S TOWER, ROOM 470/471
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/26	300387				ADMINISTRATIVE SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference CRUISE TERMINAL DISEMBARK RAMP Deliver To OFFICE OF STRATEGIC INITIATIVE 205 GOVERNMENT STREET 4TH FLR S TOWER, ROOM 470/471 MOBILE, AL 36644			
002	OVERHEAD RAIN CANOPY FOR DISEMBARKATION RAMP AS PER YOUR RESPONSE TO CITY OF MOBILE BID #6042	1.00 EACH	44753.60000	44753.60
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F959-002 .CONSTRUCTN. .			44753.60
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference CRUISE TERMINAL DISEMBARK RAMP Deliver To			

Bill To	Requisition 00013557-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
BRAND INDUSTRIAL SERVICES INC
600 GALLERIA PKWY SE
SUITE 1100

ATLANTA, GA 30339

Tel#659 209 7423

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
laurencej@cityofmobile.gov

Delivery Reference
CRUISE TERMINAL DISEMBARK RAMP

Deliver To
OFFICE OF STRATEGIC INITIATIVE
205 GOVERNMENT STREET
4TH FLR S TOWER, ROOM 470/471
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/26	300387				ADMINISTRATIVE SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	OFFICE OF STRATEGIC INITIATIVE 205 GOVERNMENT STREET 4TH FLR S TOWER, ROOM 470/471 MOBILE, AL 36644			

Requisition Link

Requisition Total 260716.12

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

Account	Amount	Remaining Budget
E F959-002 .CONSTRUCTN. .	260716.12	39283.88

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	260716.12	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Forward	06/05/26	JOSEPH SNOWDEN	Automatic Forward to 910513400
Approved	06/05/26	JACOB LAURENCE	APPROVED
Approved	06/08/26	BRENDA RHODES	
Approved	06/08/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/11/26	DONALD ROSE	Auto approved by: 9105paij
Approved	06/11/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/11/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/11/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/11/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	06/11/26	JAMES NEESE	Auto approved by: 9105paij
Approved	06/11/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij

Bill To	Requisition 00013557-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
BRAND INDUSTRIAL SERVICES INC	CRUISE TERMINAL
600 GALLERIA PKWY SE	201 SOUTH WATER ST
SUITE 1100	
	MOBILE, AL 36602
ATLANTA, GA 30339	laurencej@cityofmobile.gov
Tel#659 209 7423	Delivery Reference
	CRUISE TERMINAL DISEMBARK RAMP
	Deliver To
	OFFICE OF STRATEGIC INITIATIVE
	205 GOVERNMENT STREET
	4TH FLR S TOWER, ROOM 470/471
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/26	300387				ADMINISTRATIVE SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/11/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	06/11/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	06/11/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR RFB 6042 FOR THE MOBILE, ALABAMA CRUISE TERMINAL EXTERIOR PUBLIC ACCESS RAMP

	Brandsafway Solutions LLC	Robert J. Baggett, Inc.
Base Bid (all engineering, materials, labor, installation, warranty	**$215,962.52**	**$248,357.00**
Alternate: Overhead rain canopy	$44,753.60	$51,467.00
Alternate: Rail-mounted footpath lighting system	$17,000.00	$21,537.00
Total for Base+Canopy+Lighting	**277,716.12**	**321,361.00**
Alternate: Dismantle, reinstall, reinspect for hurricane	$66,671.76	$76,673.00

ADDENDUM

April 29, 2026

RE: City of Mobile Bid #6042 for MOBILE ALABAMA CRUISE TERMINAL EXTERIOR PUBLIC ACCESS RAMP

Please consider the following to be Addendum to City of Mobile Bid #6042 for MOBILE ALABAMA CRUISE TERMINAL EXTERIOR PUBLIC ACCESS RAMP.

CHANGE BID DUE DATE AND TIME-

FROM:
12:01 p.m. Friday, May 1, 2026

TO:
12:01 p.m. Wednesday, May 13, 2026

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:
04/13/2026	6042	ENGINEERING	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 p.m. Friday, May 1, 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

MOBILE ALABAMA CRUISE TERMINAL EXTERIOR PUBLIC ACCESS RAMP

A. General

The City of Mobile is requesting sealed bids for the design, procurement, and installation of a pedestrian ramp for cruise passenger access between the 2nd floor of the cruise terminal and the ground floor. The ramp will be installed on the exterior of the building, and will be used to facilitate passenger movement to the ground floor facility exit . The total height between the 2nd floor and the ground floor is approximately 18'-10.5". The ramp structure being contemplated is a scaffolding-style structure, suitably engineered for exterior placement, ADA-compliant, and intended for semi-permanent use (5-10 years).

B. Bidder Qualifications

Bidder shall meet the following requirements:

1. Be qualified to engineer and design the ramp to meet the project requirements.
2. Have an Alabama-licensed professional engineer on staff to design and detail the ramp structure, design connections to adjacent cruise terminal structure, design connections to ground, design structure to resist hurricane-force wind loads, and submit signed and sealed shop drawings for building department permit review.
3. Be qualified and experienced in the sales and installation of public-use scaffold-style ramp structures.
4. Provide, upon bid award, proof of suitable insurance coverage, naming the City of Mobile as an additional insured, providing a waiver of subrogation in favor of the City, in limits no less than the following:

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

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

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

BID CONTINUATION SHEET

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

a. Commercial General Liability: $1,000,000.00

b. Automobile Liability: $1,000,000.00

c. Workers Compensation: as per statutory requirements

d. Professional Liability: $1,000,000.00

5. Possess a general contractor's license issued by the Alabama Licensing Board for General Contractors if the bid price exceeds $100,000.00.

6. Upon bid award, obtain a City of Mobile business license.

C. Bidder Performance Requirements

The successful bidder will be required to:

1.Provide signed and sealed, engineered shop drawings, details, and erection plans within four (4) weeks of notice of award and submit to City of Mobile building department for permit application.

2.Apply for and obtain a no-fee building permit for the structure.

3.Procure all materials necessary to begin structure erection within four (4) weeks of receipt of building department permit approval.

4.Receive, offload, inventory, and store all materials on site. Provide all labor and equipment necessary to fully erect ramp and agreed accessories. Contain work operations to the work area to accommodate cruise terminal delivery vehicle traffic entering the rear dock gate and normal ongoing cruise terminal operations. Work area to be safely contained with barricades or fence panels on debarkation days when the public is present to prevent unauthorized access to the work area.

5.Erect scaffolding and obtain building department inspections and approval for public usage within four (4) weeks of commencing installation.

6.Complete inspection of finished product by qualified and trained scaffolding competent person, and obtain approval by city inspectors. Post Green-Tagging of safe, satisfactory installation.

7. Provide warranty support.

D. Product Performance and Technical Requirements

The proposed ramp system shall meet the following requirements:

1.Ramp shall be a multi-level, Americans with Disabilities Act (ADA)-compliant, switch-back style to accommodate the approximately 18'-10.5" vertical height within an overall footprint of approximately 80' long by 15' wide. A conceptual sketch of the ramp design and location is included as Exhibit A.

Exhibit A's indication of Ramp location along eastern face of the Cruise Terminal, and drawing of an example ramp design, are meant for illustrative purposes only

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

to give a general sense of the City's requirements and intended use. Actual placement location on the pier along the terminal's eastern wall will be coordinated with the successful low bidder based on final design geometry, clearances for vessel mooring and boarding bridge mobility along the pier, and efficient passenger and ship services logistics flow through the facility. The city reserves the right to require reasonable design and placement adjustments from low bidder to best meet City requirements.

a. Ramps shall not exceed a slope of 1:12.

b. Ramp shall contain level resting landings and level landings at the switch-back turns.

c. The ramp lengths shall not exceed 30' long without providing a level resting platform that is at least 5' long.

2. Contractor will install ramp on the east side of the cruise terminal building toward the south end of the dock. Clearance shall be maintained for vehicular traffic utilizing the south gate.
3. Ramp shall be securely fastened to the concrete paving and braced to the adjacent cruise terminal building structure.
4. Ramp shall provide a flush alignment with the concrete paving at the ground level and a flush alignment with the 2nd floor balcony slab. The opening in the existing 2nd floor balcony railing will be provided by others.
5. The ramp walking surfaces shall be a solid surface with a grip-texture that is suitable for an exterior environment, that provides suitable non-slip walking surface in wet conditions. The surface material shall be water and moisture resistant. The walking surface material shall be free of lips and trip hazards. Joints shall align smoothly and not have gaps. Walking surface shall not hold ponding water.
6. Ramp shall have guard rails on each side. Guard rails shall have no openings no greater than 4" wide. (Any openings or gaps shall reject a 4" diameter sphere.)
7. Ramp shall have smooth continuous ADA-compliant, hand rails on each side.
8. Ramp shall be suitable for exterior environment.
9. Ramp shall be suitable for semi-permanent (5-10 years) usage.
10. Ramp shall be suitable for public usage by cruise passengers of all ages.
11. Ramp shall be engineered to support the loads of being fully loaded with passengers and luggage, with additional factor of safety as required by building code.
12. Ramp shall be engineered to support the addition of an engineered overhead canopy and lighting, if selected as an alternate option by the City.
13. All materials shall be in new condition.
14. Optional additional items:

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES — 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

a.Recognizing that the ramp will be mounted at river level, the City may require services to dismantle and secure the ramp during predicted extreme storm surge, and reinstall the ramp after such risk has subsided. Bidders are requested to submit a bid amount for such services if able and willing to provide.

b. City is considering the addition of a canopy over the ramp to protect ramp users from the elements. Bidders are requested to include pricing for this additional element if bidder can design and provide.

c. City expects to mount exterior lights on the terminal building to provide primary lighting for the ramp, but also is considering inclusion of lighting to be mounted on the ramp structure. Bidders are requested to include pricing for such lighting if able to engineer and provide.

E. Sealed Bid Submission Requirements

Submit a signed, written bid package in a sealed envelope to be received by the City Procurement Department not later than the bid opening date and time. Sign and complete the bottom of the first page of the City bid form and the bid price page. Bid Price shall include all materials, installation, freight, labor, permitting, and engineering. Price shall reflect a purchase price (not a rental price). Include in the sealed bid package, in addition to the signed bid form, the following:

1. Business name, key persons, and point of contact information for this bid.
2. Professional qualifications of firm and key persons.
3. Copy of Alabama General Contractor license.
4. Prior experience with similar projects, including project scope summary, customer, and location.
5. Summary specifications of design, materials, and installation, to include processes and timeline for bidder performance to complete the work required by this bid.
6. Warranty time, terms, and conditions.

F. Bid Award

1. Award will be made to the responsible and responsive bidder submitting the low-est base price.
2. The City retains complete discretion to determine whether a bid is responsive to the specifications and submission requirements, and the bidder is responsible with sufficient qualifications and experience to provide the requested goods and services.
3. The City retains the discretion to disqualify any or all bids or to make no award.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Pre-Bid Meeting

City will hold an optional pre-bid meeting at the Mobile Alabama Cruise Terminal, 201 South Water St., Mobile, AL, 36602 on Wednesday, April 22, 2026, at 9:00 a.m. local time, to review the site conditions.

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.

AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

BID PRICING SHEET

1. Base Bid (all engineering, materials, labor, installation, warranty):

$_____

2. Alternate price for overhead rain canopy:

$_____

3. Alternate price to provide rail-mounted footpath lighting system:

$_____

4. Alternate price for dismantling, re-installation, and re-inspection in the event of a Hurricane:

$_____

CORPORATE NAME – Name to which Purchase Document will be issued

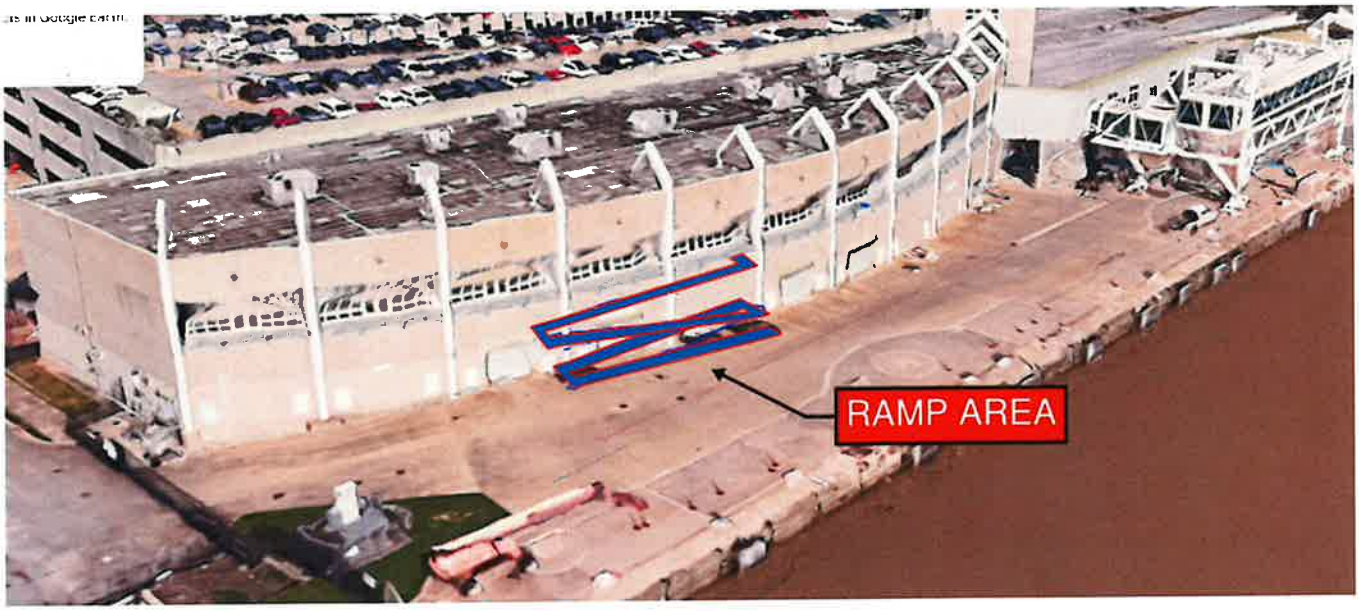
_____ _____

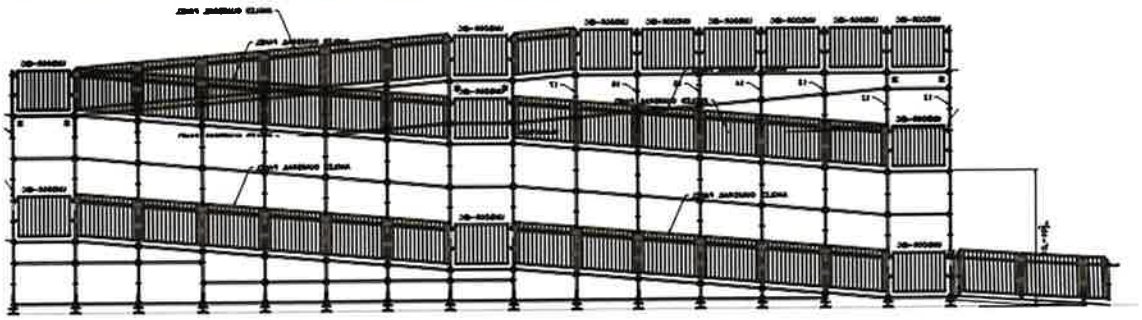
SIGNATURE: DATE:

_____ _____

PRINTED NAME TITLE

EXHIBIT A: CONCEPTUAL SKETCH:





MOBILE
ALABAMA

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 16, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to CDW Government LLC for 26 security cameras with mounts and accessories for Saenger Theatre for MPD.

Amount of Contract:
$15,159.30

Funding Source
General fund.

ATTACHMENTS:
1. 20260610 CDW Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 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 CDW Government LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to CDW Government LLC for 26 security cameras with mounts and accessories for Saenger Theatre for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $15,159.30

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
13463	2026	(1530) POLICE ADMIN SERVICES	26 SECURITY CAMERAS WITH MOUNTS AND ACCESSORIES FOR SAENGER THEATRE FOR MPD (SOURCEWELL COOPERATIVE PURCASHING AGREEMENT, NOT ON STATE CONTRACT)	$15,159.30	(272932) CDW GOVERNMENT LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00013463-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved Page 1

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL CONTRACT #121923-CDWG TECH AND YOUR QUOTE #PWXB007.			
001	ITEM: Hanwha Vision QNV C8083R network surveillance camera dome Supplier Part No: 7520840 Manufacturer Part No: QNV-C8083R Manufacturer Name: Hanwha Supplier Quote No: 49594|4f13ca308add4dcbaf40440b37435 b21 NIGP: UNSPSC: 43000000	5.00 EACH	525.56000	2627.80
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			2627.80
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	ITEM: HANWHA 12MP INDOOR FISHEYE CAM Supplier Part No: 9155801 Manufacturer Part No: XNF-A9014R	2.00 EACH	813.31000	1626.62

Bill To	Requisition 00013463-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Manufacturer Name: Hanwha Supplier Quote No: 49594|4f13ca308add4dcbaf40440b37435 b21 NIGP: UNSPSC: 43000000			
1	1000.30.15.1500.1500.1500.0000.0000.47010.			1626.62
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	ITEM: Hanwha Vision Wisenet Q QND 8080R network surveillance camera Supplier Part No: 5839585 Manufacturer Part No: QND-8080R Manufacturer Name: Hanwha Supplier Quote No: 49594|4f13ca308add4dcbaf40440b37435 b21 NIGP: UNSPSC: 43000000	19.00 EACH	413.91000	7864.29
1	1000.30.15.1500.1500.1500.0000.0000.47010.			7864.29

Bill To	Requisition 00013463-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 3

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
004	ITEM: Hanwha Techwin SBP 300WMW1 camera mount Supplier Part No: 5906279 Manufacturer Part No: SBP-300WMW1 Manufacturer Name: Hanwha Supplier Quote No: 49594|4f13ca308add4dcbaf40440b37435 b21 NIGP: UNSPSC: 43000000	5.00 EACH	57.17000	285.85
1	1000.30.15.1500.1500.1500.0000.0000.47010.			285.85
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Bill To	Requisition 00013463-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
005	ITEM: Hanwha Vision SBP 140HMW camera cap adapter Supplier Part No: 7541434 Manufacturer Part No: SBP-140HMW Manufacturer Name: Hanwha Supplier Quote No: 49594|4f13ca308add4dcbaf40440b37435 b21 NIGP: UNSPSC: 43000000	5.00 EACH	35.38000	176.90
1	1000.30.15.1500.1500.1500.0000.0000.47010.			176.90
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
006	ITEM: Hanwha Vision SBP 300CMTW camera telescoping pendant mount Supplier Part No: 8208598 Manufacturer Part No: SBP-300CMTW Manufacturer Name: Hanwha Supplier Quote No: 49594|4f13ca308add4dcbaf40440b37435 b21 NIGP: UNSPSC: 43000000	2.00 EACH	187.88000	375.76

Bill To	Requisition 00013463-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 5

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1500.1500.1500.0000.0000.47010.			375.76

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

007	ITEM: Hanwha Vision PNM C32083RVQ network surveillance camera dome Supplier Part No: 7700865 Manufacturer Part No: PNM-C32083RVQ Manufacturer Name: Hanwha Supplier Quote No: 49594|4f13ca308add4dcbaf40440b37435 b21 NIGP: UNSPSC: 43000000	1.00 EACH	2033.29000	2033.29
1	1000.30.15.1500.1500.1500.0000.0000.47010.			2033.29

Bill To	Requisition 00013463-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 6

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
008	ITEM: Hanwha Vision SBP 250HMW camera cap mounting kit Supplier Part No: 7700878 Manufacturer Part No: SBP-250HMW Manufacturer Name: Hanwha Supplier Quote No: 49594|4f13ca308add4dcbaf40440b37435 b21 NIGP: UNSPSC: 43000000	1.00 EACH	54.45000	54.45
1	1000.30.15.1500.1500.1500.0000.0000.47010.			54.45
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Bill To	Requisition 00013463-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
009	ITEM: Hanwha Vision Wisenet SBP 300WMW camera mount Supplier Part No: 6400836 Manufacturer Part No: SBP-300WMW Manufacturer Name: Hanwha Supplier Quote No: 49594|4f13ca308add4dcbaf40440b37435 b21 NIGP: UNSPSC: 43000000	1.00 EACH	57.17000	57.17
1	1000.30.15.1500.1500.1500.0000.0000.47010.			57.17
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
010	ITEM: Hanwha Vision Wisenet SBP 300KMW1 camera mounting adapter Supplier Part No: 6727580 Manufacturer Part No: SBP-300KMW1 Manufacturer Name: Hanwha Supplier Quote No: 49594|4f13ca308add4dcbaf40440b37435 b21 NIGP: UNSPSC: 43000000	1.00 EACH	57.17000	57.17

Bill To	Requisition 00013463-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 8

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1500.1500.1500.0000.0000.47010.			57.17

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 15159.30

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

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.47010.	15159.30	631905.94
PUBLIC SAFTEY ADMIN EXP	EQUIPMENT (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	06/05/26	CURTIS GRAVES	NA
Approved	06/10/26	DONALD ROSE	Auto approved by: 9105fola
Approved	06/10/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	06/10/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	06/10/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	06/10/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	06/10/26	JAMES NEESE	Auto approved by: 9105fola

Bill To	Requisition 00013463-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756	
Fax 312-705-0431	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/10/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	06/10/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	06/10/26	ANNE FOLEY			
	Approved	06/10/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CDW-G

Technology products and services

#121923-CDW
Maturity Date: 2/27/2028
Website: cdwg.com/sourcewell

Sourcewell
Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 121923-CDW gives access to the following types of goods and services:

- Hardware and software
- Cloud offerings
- Technology solutions
- Professional services
- Managed services
- Cyber and physical security
- Project management
- Data center transformation
- Amplified services
- Configuration services
- Digitial velocity solutions

Locate your local dealer or representative

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

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

© 2023 Sourcewell. All rights reserved.

Sourcewell Product Pricing

Category	Discount
Accessories	9.00%
Power, Cooling & Racks	5.00%
Desktop Computers	3.75%
Data Storage/Drives	7.00%
Enterprise Storage	7.75%
Point of Sale/Data Capture	5.00%
Servers & Server Management	5.25%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	5.00%
Chromebooks	3.00%
NetComm Products	9.00%
Carts and Furniture	7.00%
Printing & Document Scanning	3.75%
Services (Partner Delivered)	7.25%
Client Configure-to-Order	3.75%
Software	5.75%
Collaboration Hardware	10.00%
Video & Audio	7.00%
Interactive Flat Panel Display	9.00%
Cables	15.00%
Books/DVD Movies	0.00%
All Other Categories	0.00%

OEM	Discount
Apple	0.50%

CDW•G Advertised Price

For all RFP Categories, CDW•G is pleased to offer a discount % off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price ("CDWG Advertised Price").

Cloud Offerings

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Members will be discount 0% off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, & Microsoft Azure.

CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

ServiceNow Solutions

Role	Not to exceed Bill Rate (USD)
ServiceNow Engagement Manager	$223.65
ServiceNow Program Manager	$232.05
ServiceNow Advisory Services	$245.70
ServiecNow Principal Consultant	$289.80
ServiceNow Organizational Change Management Cons	$289.80
ServiceNow Integration Expert	$236.25
ServiceNow Quality Assurance Expert	$196.35
ServiceNow Solution Architect	$236.25
ServiceNow Technical Consultant	$210.00
ServiceNow Trainer	$236.25

*These rates are subject to 5% annual escalation,

on the anniversary date of contract effective date.

Amplified Solutions

Service Name	Description	Discount
Google for Education (GFE) Audit - K12	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) Audit - Higher Ed	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) KickStart Package	A Google for Education KickStart Package provides the tailored configuration for your school of every	3.00%
Google for Education (GFE) Support - Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 20 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 40 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - Adhoc Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
North American Google Technical Collaborative	The Google for Education Technical Collaborative is a membership-only community of education technology specialists from across North America who share insights and practices.	3.00%
Google for Education (GFE) Training/Consultancy - Full Day Onsite	Google for Education Training/Consultancy Full Day Onsite (including Expenses) Our custom onsite Consultancy services are designed to ease G Suite management, provide lessons learned and ensure best practices are in place through knowledge transfer and enablement.	3.00%
Google for Education (GFE) Chrome Checkup	A Google for Education Chrome Check-up digs deep into your current Chrome User, Device and Management configuration . Our industry experts will analyze all Chrome related Admin Console settings and your Chrome device data to ensure you are optimized for success and ready for the future! For full description - https://www.amplifiedit.com/chromecheckup/ Google for Education (GFE) Chrome Check-up to include: In-depth review of your G Suite Chrome settings and devices. Results of Check-up and Analysis. Hour and a half Review Meeting with Amplified IT consultants	3.00%
Amplified IT Admin Level 1 Certification Training - Self-Paced	The Amplified Admin Level 1 Certification training will guide your IT staff through educational best practices and G Suite Admin console skills and techniques. This fundamentals course covers Admin Console basics and key settings configurations for the educational use of G Suite. (This is per Seat Pricing)	3.00%
Amplified IT Admin Level 2 Certification Training - Self-Paced	The Amplified Admin Level 2 Certification training is our advanced-level G Suite Admin course and requires an Amplified Admin Level 1 certification to validate fundamental knowledge of the G Suite environment. This course will build on the basics learned in Level 1 to address more complex settings, topics, and advanced best practices as it applies to education. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	The Amplified Admin Security Specialist Certification for those G Suite Admins who are looking for advanced-level, security-specific training. This certification training builds on the foundational and advanced Amplified Admin Level 1 and 2 courses, providing a comprehensive understanding of cybersecurity risk factors facing EDU leaders and how to appropriately mitigate through setting configurations. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Bundle	This bundle contains access to the Amplified Admin Level 1 Certification - Live Instructed, Amplified Admin Level 2 Certification - Live Instructed, and Amplified Admin Security Specialist - Self-Paced courses in addition to videos, transcripts, and slides. Access to an EDU Workspace Admin console is required for this course. (This is per Seat Pricing)	3.00%
Gopher products (product)	Gopher products enable schools to better manage their Google users, groups, chrome devices, and polices at scale. This discount applies to a la carte and bundle packages of Gopher applications.	3.00%
Little SIS (product)	Little SIS gives schools ability to manage Google Classroom at scale. Features include delegated administration, student and class performance analysis, usage reporting, student work review as well as administrative tasks like adding, deleting and archiving of classes.	3.00%
MSRP can be found at https://www.amplifiedit.com/MSRP		

Data Center Transformation

Role	Not to exceed Bill Rate (USD)
Analyst	$140.00
Sr Analyst	$165.00
Consultant	$215.00
Sr Consultant	$255.00
Managing Consultant	$275.00
Principal Consulant	$295.00
Chief Architect	$295.00
Consulting Project Manager	$215.00
Consulting Engagement Manager	$230.00
Consulting Project Coordinator	$165.00
Consulting Program Manager	$245.00
Enterprise Architect	$295.00
Executive Technology Strategist	$295.00

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

Digital Velocity Solutions

Role	Not to exceed Bill Rate (USD)
F-CTO	$341.25
Practice Director	$341.25
Digital Strategy Consultant	$309.75
Principal Consultant - Cloud	$309.75
Hybrid Cloud Architect	$262.50
Hybrid Cloud Engineer	$236.25
Principal Consultant - DataOps	$309.75
DataOps Architect	$262.50
DataOps Engineer	$236.25
Principal Consultant - SW	$309.75
SW Architect	$262.50
SW Engineer	$225.75
Principal Consultant - SDI	$309.75
Solutions Architect	$262.50
Solutions Engineer	$236.25
Digital Product Strategist	$262.50
Enterprise Program Manager	$236.25
Sr Technical Project Manager	$231.00
Technical Project Manager	$215.25
Sr. Agile Project Manager	$236.25
Agile Project Manager	$225.75

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

Managed Services

Gold Level Support for Customer Devices

Applications	Not to exceed Bill Rate (USD)
Microsoft System Center Configuration Manager (SCCM) - Gold	$543.38
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	$572.36
DHCP Support add to MS AD above	$163.74
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	$869.40
Microsoft Active Directory - Large Environment 21+ DCs - Gold	$1,666.35
Microsoft Active Directory Federation Services (ADFS) - Gold	$782.46

Managed Services

Backup	Not to exceed Bill Rate (USD)
IBM Tivoli Storage Manager Gold	$2,173.50
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	$1,195.43
Cohesity RMS SM: 1-250 VMs - Gold	$1,195.43
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	$1,738.80
Commvault RMS Backup Environment Lrg: 601-1000 VMs - Gold	$2,173.50
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	$2,753.10
Veeam RMS SM: 1-250 VMs - Gold	$1,195.43
Veeam RMS Med: 251-600 VMs - Gold	$1,738.80
Veeam RMS Lrg: 601-1000 VMs - Gold	$2,173.50
Veeam RMS XL: 1000+ VMs - Gold	$2,753.10
EMC Avamar RMS SM: 1-250 VMs - Gold	$1,195.43
EMC Avamar RMS Med: 251-600 VMs - Gold	$1,738.80
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	$2,173.50
EMC Avamar RMS XL: 1000 VMs - Gold	$2,753.10
EMC Data Domain - Gold	$2,173.50
Microsoft System Center DPM - SM <100 - Gold	$1,738.80
Microsoft System Center DPM - Med 100 - 500 - Gold	$2,173.50
Microsoft System Center DPM - Lrg >500 Gold	$2,753.10
Microsoft System Center DPM - XL - Gold	$3,477.60

Citrix	Not to exceed Bill Rate (USD)
Citrix - Per Licensed User - Gold	$17.39

Converged Infrastructure	Not to exceed Bill Rate (USD)
Cisco UCS - Gold	$340.52

Databases	Not to exceed Bill Rate (USD)
Microsoft SQL - Gold	$869.40
MySQL- Gold	$869.40
Oracle - Gold	$869.40

Hyperconverged Infrastructure	Not to exceed Bill Rate (USD)
Cisco HyperFlex Edge Node Mangement - Gold	$275.31
Cisco HyperFlex Node Mangement - Gold	$275.31
Nutanix Node Management - Gold	$275.31
vSAN Node Management - Gold	$260.82

Network	Not to exceed Bill Rate (USD)
Silver Peak SD-WAN - Gold	$69.05
Aruba Wireless Controller/Conductor - Gold	$65.21
Aruba Wireless Access Points - Gold	$2.90
Cisco Mobility Services Engine – Gold	$50.72
Cisco Prime Infrastructure Manager - Gold	$50.72
Cisco Switch: Access/Stacked Switch (No Module Capability) - Gold	$28.98
Cisco Switch: Access w/ Module Capability (including Supervisor) - Gold	$28.98
Cisco Switch: Core (no Module Capability) - Gold	$66.65
Cisco Switch: Core w/ Module Capability (including Supervisor) - Gold	$66.65
Cisco Switch: Module - Gold	$14.49
Cisco Router - Gold	$50.72
Cisco iWAN - Gold	$50.72
Cisco WAAS/WAVE - Gold	$37.67
Cisco Wireless Controller - Gold	$65.21
Cisco Wireless Access Points - Gold	$2.90
Cisco SD-WAN - Gold	$81.14
Cradlepoint Flex - Gold	$28.98
Cradlepoint Enterprise - Gold	$44.92
F5: BIG-IP - Gold	$75.35
F5: Local Traffic Manager (LTM) - Gold	$218.80
F5: Advance Firewall Manager (AFM) - Gold	$182.57
F5: BIG-IP DNS - Gold	$181.13
Riverbed Steelhead - Gold	$18.84
Cisco Application Centric Infrastructure (ACI) - per switch - Gold	$73.90
Meraki MR Wireless Access Points - Gold	$2.90
Meraki MV Wireless Camera - Gold	$3.62
Meraki MG Cellular Gateway - Gold	$14.49
Meraki MS Switch - Gold	$14.49
Meraki MX Security Appliance - Gold	$23.18

Operating Systems	Not to exceed Bill Rate (USD)
Windows O/S - Gold	$81.51
Linux O/S (Red Hat/ SUSE) - Gold	$163.74
AIX O/S - Gold	$310.09
IBM System I - Gold	$1,304.10

Security	Not to exceed Bill Rate (USD)
Cisco ASA - Gold	$588.29
Cisco Firepower Services (Per Sensor) - Gold(Includes Firepower Management Center (FMC) support)	$328.92
Cisco Firepower Threat Defense - Gold(Includes Firepower Management Center (FMC) support)	$644.81
Palo Alto Firewall wo Panorama - Gold	$549.17
Palo Alto Firewall w Panorama - Gold	$549.17
Palo Alto Panorama - Gold	$266.62
Cisco Identity Services Engine (ISE) - Gold	$539.56
Fortinet Firewall wo FortiManager – Gold	$549.17
Fortinet Firewall w FortiManager – Gold	$549.17
Fortinet FortiManager – Gold	$266.62
Fortinet FortiAnalyzer – Gold	$81.14
Cisco Umbrella - Gold (Per User)	$0.88

Server Virtualization (Hypervisor)	Not to exceed Bill Rate (USD)
VMware ESXi - Gold	$210.11
Nutanix AHV - Gold	$210.11
Microsoft Hyper-V - Gold	$210.11

Storage	Not to exceed Bill Rate (USD)
Controller: IBM Storage Virtualization (priced per controller) - Gold	$1,086.75
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	$17.39
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	$2.32
SAN Switch - Gold	$239.09
Controller: NetApp (Priced per controller) - Gold	$1,086.75
Controller: EMC (Priced per controller) - Gold	$1,086.75
Controller: IBM (Priced per controller) - Gold	$1,086.75

UC (Unified Communications)	Not to exceed Bill Rate (USD)
Call Control: Cisco Analog Voice Gateway- Gold	$19.56
Call Control: Cisco CUCM/IM&P Server - Gold(Includes IM&P / Presence nodes.)	$543.38
Call Control: Cisco Unity Connection (UCONN) - Gold	$398.48
Call Control: Cisco Voice Gateway - Gold	$72.45

Call Control: Cisco Business Edition 6000 Lifeline - Gold	$811.01
Call Control: Cisco Attendant Console (CUxAC) - Gold	$543.38
Call Control: VistaPoint Attendant Console - Gold	$543.38
Call Control: Cisco Call Manager Express - Gold	$181.13
Call Control: Cisco Unified Border Element (CUBE) - Gold	$181.13
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	$144.90
Call Control: Cisco Prime Collaboration Deployment - Gold	$144.90
911: Cisco Emergency Responder (CER) - Gold	$398.48
Voice Mail: Cisco Unity Express - Gold	$181.13
Notification: InformaCast from Singlewire - Gold	$398.48
Call Experience Testing - 2CPH - Gold	$495.71
Included Up to 10 MACD Incidents - Monthly (If you choose to have CDW perform your MACD activity, the first 10 MACDs are included in the monthly cost. Customer must submit MACDs on CDW's standard MACD form. MACDs beyond 10 per month are available in the blocks of 10 for 350 per block.	$0.00

UC Contact Center	Not to exceed Bill Rate (USD)
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	$472.50
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold (Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger and Peripheral Gateway (PG).)	$456.44
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	$456.44
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	$405.72
Contact Center: Virtualized Voice Browser (VVB) - Gold	$108.68
Contact Center: UCC Express (UCCX) / Finesse - Gold(Contact Center Express, Cisco Finesse or IPIVR/VRU)	$456.44
Contact Center: Cisco Unified Intelligence Center - Gold	$454.17
Contact Center: SocialMiner - Gold	$456.44
Contact Center: 2Ring Dashboards and Wallboards - Gold	$456.44
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	$456.44
Contact Center: Enterprise Chat and Email (ECE) - Gold	$456.44
Contact Center: eGain Analytics - Gold	$405.72
Contact Center: ESNA Cloudlink - Gold	$144.90
CVP: CVP Operations Console - Gold	$405.72
CVP: SIP Proxy (CUSP) - Gold	$202.76
CVP: Ingress Gateway - Gold	$108.68
CVP: VXML Gateway - Gold	$108.68
Bucher and Suter (Connector for Salesforce.com) - Gold	$144.90

UC Video	Not to exceed Bill Rate (USD)
Cisco WebEx Meetings Server (CWMS) - Gold	$398.48
Cisco WebEx Cloud Connected Audio - Gold	$446.05
Cisco Meeting Place Express - Gold	$398.48

UC Video: Cisco Meeting Server (CMS) - Gold	$217.35
UC Video: Cisco Meeting Manager (CMM) - Gold	$217.35
UC Video: Cisco Telepresense Content Server - Gold	$398.48
UC Video: Expressway-C / Expressway-E - Gold	$217.35
UC Video: Telepresense Management Suite (TMS) - Gold	$543.38
Cisco Webex Hybrid Directory Connector - Gold	$217.35
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	$217.35
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	$217.35
UC Video: MSE Chassis - Gold	$144.90
UC Video: MCU MSE Blade - Gold	$108.68
UC Video: Gateway (GW) MSE Blade - Gold	$108.68
UC Video: Endpoint Management - Gold	$72.45
UC Video: Telepresense Server Blade - Gold	$108.68
UC Video: Telepresense MCU - Gold	$108.68

AWS and AZURE Basic / Essential / Premium Support	Monthly Price
*Basic Service - $0K to $10K	As Invoiced
*Basic Service - $10K to $250K	As Invoiced
*Basic Service - $250K+	As Invoiced
Essential Service - $0K to $35K	As Invoiced
Essential Service - $35K to $75K	As Invoiced
Essential Service - $75K+	As Invoiced
Premium Service - $0K to $100K	As Invoiced
Premium Service - $100K to $250K	As Invoiced
Premium Service - $250K+	As Invoiced

*Fees are based on a percentage of customer's actual consumption of AWS / Azure services.
**If CDW is billing the customer for Basic consumption, no pricing uplift is applied.

Additional Services	Monthly Price
End User Help Desk Support	Custom Quote
Exchange and SharePoint Support	Custom Quote
Security Incident and Event Management (SIEM)	Custom Quote
Data Protection and Retention Services	Custom Quote
ServiceNow Ticket Integration and Management	Custom Quote

Time and Materials Support - Out of Scope Services	Not to exceed Bill Rate (USD)
Managed Services Engineering and Consulting	$210.00

Pricing Notes:

Recurring Services - Monthly Minimum Fees

Managed Customer Devices
Gold Level Support = $1,000.00 per Month
AWS / Azure Support
Basic = $49.00 per Month
Essential = $400.00 per Month
Premium = $2,500.00 per Month

Time and Materials Support - Additional Terms
Unschedule after hours support is 2X hourly rate with a 2 hour minimum

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Professional Services

Role	Not to exceed Bill Rate (USD)
Associate Consulting Engineer	$183.75
Consulting Engineer	$225.75
Senior Consulting Engineer	$236.25
Technical Lead / Principal Consulting Engineer	$267.75
Enterprise Consulting Architect	$267.75
Business Consulting Analyst	$257.25
Project Administrator	$173.25
Project Manager	$220.50
Senior Project Manager	$225.75
Enterprise Project Manager, PMO Lead	$241.50
Program Manager	$241.50
Technical Architect	$367.50

*These rates are subject to 5% annual escalation,

on the anniversary date of contract effective date.

Security (Cyber & Physical)

Cloud	Not to exceed Bill Rate (USD)
Consultant	$249.38
Manager	$274.31
Sr. Consultant	$299.25
Sr. Manager	$299.25
Director	$374.06

Cyber-Privacy-Threat Intelligence	Not to exceed Bill Rate (USD)
Associate Consultant	$179.55
Consultant	$229.43
Sr. Consultant	$249.38
Manager	$259.35
Sr. Manager	$274.31
Principal Consultant	$279.30
Technical Lead	$279.30
Director	$324.19
Managing Director	$399.00

IAM and Ops, Advisory & Programs (SOAP)	Not to exceed Bill Rate (USD)
Associate Consultant	$164.59
Sr. Associate Consultant	$184.54
Consultant	$229.43
Sr. Consultant	$249.38
Managing Consultant	$259.35
Manager	$259.35
Architect	$269.33
Sr. Manager	$274.31
Principal Consultant	$279.30
Director	$324.19
Managing Director	$399.00

Incident Response	Not to exceed Bill Rate (USD)
Incident Response-All roles	$423.94

Infrastructure - Physical	Not to exceed Bill Rate (USD)
Associate Consultant	$179.55
Consultant	$229.43
Sr. Consultant	$254.36
Enterprise Atchitect	$279.30
Principal Consultant	$279.30
Technical Lead	$279.30

Risk Consulting (RC)	Not to exceed Bill Rate (USD)
Associate Consultant	$119.70
Sr. Associate Consultant	$134.66
Consultant-Finance	$144.64
Sr. Consultant-Finance	$149.63
Consultant-IT	$154.61
Sr. Consultant-IT	$159.60
Manager	$169.58
Sr. Manager	$179.55
Director	$184.54
Managing Director	$199.50

Technology Integration (Splunk & IAM)	Not to exceed Bill Rate (USD)
Solution Architect (Delivery)	$314.21

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

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 16, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to CDW Government LLC for 44 security cameras with mounts and accessories for National Maritime Museum for MPD.

Amount of Contract:
$32,142.98

Funding Source
General fund

ATTACHMENTS:
1. 20260610 CDW2 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 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 CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for 44 security cameras with mounts and accessories for National Maritime Museum for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $32,142.98

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
13466	2026	(1530) POLICE ADMIN SERVICES	44 SECURITY CAMERAS WITH MOUNTS AND ACCESSORIES FOR NATIONAL MARITIME MUSEUM FOR MPD (SOURCEWELL COOPERATIVE PURCASHING AGREEMENT, NOT ON STATE CONTRACT)	$32,142.98	(272932) CDW GOVERNMENT LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00013466-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756 Fax 312-705-0431	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL CONTRACT #121923-CDWG TECH AND YOUR QUOTE #PWXB007.			
001	ITEM: Hanwha Vision QNV C8083R network surveillance camera dome Supplier Part No: 7520840 Manufacturer Part No: QNV-C8083R Manufacturer Name: Hanwha Supplier Quote No: 49594|cb396559f3eb4cbeb274efc319136 64e NIGP: UNSPSC: 43000000	5.00 EACH	525.56000	2627.80
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			2627.80
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	ITEM: HANWHA 12MP INDOOR FISHEYE CAM Supplier Part No: 9155801 Manufacturer Part No: XNF-A9014R Manufacturer Name: Hanwha Supplier	1.00 EACH	813.31000	813.31

Bill To	Requisition 00013466-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Quote No: 49594|cb396559f3eb4cbeb274efc319136 64e NIGP: UNSPSC: 43000000			
1	1000.30.15.1500.1500.1500.0000.0000.47010.			813.31
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	ITEM: Hanwha Vision Wisenet Q QND 8080R network surveillance camera Supplier Part No: 5839585 Manufacturer Part No: QND-8080R Manufacturer Name: Hanwha Supplier Quote No: 49594|cb396559f3eb4cbeb274efc319136 64e NIGP: UNSPSC: 43000000	30.00 EACH	413.91000	12417.30
1	1000.30.15.1500.1500.1500.0000.0000.47010.			12417.30

Bill To	Requisition 00013466-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756	
Fax 312-705-0431	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
004	ITEM: Hanwha Vision 6MP 2 Channel AI Multi Directional Camera Supplier Part No: 7078185 Manufacturer Part No: PNM-C12083RVD Manufacturer Name: Hanwha Supplier Quote No: 49594|cb396559f3eb4cbeb274efc319136 64e NIGP: UNSPSC: 43000000	8.00 EACH	1302.57000	10420.56
1	1000.30.15.1500.1500.1500.0000.0000.47010.			10420.56
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00013466-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756 Fax 312-705-0431	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
005	ITEM: Hanwha Techwin SBP 300WMW1 camera mount Supplier Part No: 5906279 Manufacturer Part No: SBP-300WMW1 Manufacturer Name: Hanwha Supplier Quote No: 49594|cb396559f3eb4cbeb274efc319136 64e NIGP: UNSPSC: 43000000	39.00 EACH	57.17000	2229.63
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			2229.63
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
006	ITEM: Hanwha Vision SBP 140HMW camera cap adapter Supplier Part No: 7541434 Manufacturer Part No: SBP-140HMW Manufacturer Name: Hanwha Supplier Quote No: 49594|cb396559f3eb4cbeb274efc319136 64e NIGP: UNSPSC: 43000000	39.00 EACH	35.38000	1379.82

Bill To	Requisition 00013466-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 5

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1500.1500.1500.0000.0000.47010.			1379.82

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

007	ITEM: Hanwha Vision SBP 300CMTW camera telescoping pendant mount Supplier Part No: 8208598 Manufacturer Part No: SBP-300CMTW Manufacturer Name: Hanwha Supplier Quote No: 49594|cb396559f3eb4cbeb274efc319136 64e NIGP: UNSPSC: 43000000	12.00 EACH	187.88000	2254.56
1	1000.30.15.1500.1500.1500.0000.0000.47010.			2254.56

Bill To	Requisition 00013466-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 6

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 32142.98

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

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.47010.	32142.98	631905.94
PUBLIC SAFTEY ADMIN EXP EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	06/05/26	CURTIS GRAVES	NA
Approved	06/10/26	DONALD ROSE	Auto approved by: 9105fola
Approved	06/10/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	06/10/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	06/10/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	06/10/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	06/10/26	JAMES NEESE	Auto approved by: 9105fola
Approved	06/10/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	06/10/26	REBECCA CRUMPLER	Auto approved by: 9105fola

Bill To	Requisition 00013466-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756	
Fax 312-705-0431	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 06/10/26 ANNE FOLEY			
	Approved 06/10/26 JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CDW-G

Technology products and services

#121923-CDW
Maturity Date: 2/27/2028
Website: cdwg.com/sourcewell

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 121923-CDW gives access to the following types of goods and services:

- Hardware and software
- Cloud offerings
- Technology solutions
- Professional services
- Managed services
- Cyber and physical security
- Project management
- Data center transformation
- Amplified services
- Configuration services
- Digitial velocity solutions

Locate your local dealer or representative

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

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

© 2023 Sourcewell. All rights reserved.

Sourcewell Product Pricing

Category	Discount
Accessories	9.00%
Power, Cooling & Racks	5.00%
Desktop Computers	3.75%
Data Storage/Drives	7.00%
Enterprise Storage	7.75%
Point of Sale/Data Capture	5.00%
Servers & Server Management	5.25%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	5.00%
Chromebooks	3.00%
NetComm Products	9.00%
Carts and Furniture	7.00%
Printing & Document Scanning	3.75%
Services (Partner Delivered)	7.25%
Client Configure-to-Order	3.75%
Software	5.75%
Collaboration Hardware	10.00%
Video & Audio	7.00%
Interactive Flat Panel Display	9.00%
Cables	15.00%
Books/DVD Movies	0.00%
All Other Categories	0.00%

OEM	Discount
Apple	0.50%

CDW•G Advertised Price

For all RFP Categories, CDW•G is pleased to offer a discount % off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price ("CDWG Advertised Price").

Cloud Offerings

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Members will be discount 0% off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, & Microsoft Azure.

CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

ServiceNow Solutions

Role	Not to exceed Bill Rate (USD)
ServiceNow Engagement Manager	$223.65
ServiceNow Program Manager	$232.05
ServiceNow Advisory Services	$245.70
ServiecNow Principal Consultant	$289.80
ServiceNow Organizational Change Management Cons	$289.80
ServiceNow Integration Expert	$236.25
ServiceNow Quality Assurance Expert	$196.35
ServiceNow Solution Architect	$236.25
ServiceNow Technical Consultant	$210.00
ServiceNow Trainer	$236.25

*These rates are subject to 5% annual escalation,

on the anniversary date of contract effective date.

Amplified Solutions

Service Name	Description	Discount
Google for Education (GFE) Audit - K12	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) Audit - Higher Ed	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) KickStart Package	A Google for Education KickStart Package provides the tailored configuration for your school of every	3.00%
Google for Education (GFE) Support - Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 20 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 40 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - Adhoc Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
North American Google Technical Collaborative	The Google for Education Technical Collaborative is a membership-only community of education technology specialists from across North America who share insights and practices.	3.00%
Google for Education (GFE) Training/Consultancy - Full Day Onsite	Google for Education Training/Consultancy Full Day Onsite (including Expenses) Our custom onsite Consultancy services are designed to ease G Suite management, provide lessons learned and ensure best practices are in place through knowledge transfer and enablement.	3.00%
Google for Education (GFE) Chrome Checkup	A Google for Education Chrome Check-up digs deep into your current Chrome User, Device and Management configuration . Our industry experts will analyze all Chrome related Admin Console settings and your Chrome device data to ensure you are optimized for success and ready for the future! For full description - https://www.amplifiedit.com/chromecheckup/ Google for Education (GFE) Chrome Check-up to include: In-depth review of your G Suite Chrome settings and devices. Results of Check-up and Analysis. Hour and a half Review Meeting with Amplified IT consultants	3.00%
Amplified IT Admin Level 1 Certification Training - Self-Paced	The Amplified Admin Level 1 Certification training will guide your IT staff through educational best practices and G Suite Admin console skills and techniques. This fundamentals course covers Admin Console basics and key settings configurations for the educational use of G Suite. (This is per Seat Pricing)	3.00%
Amplified IT Admin Level 2 Certification Training - Self-Paced	The Amplified Admin Level 2 Certification training is our advanced-level G Suite Admin course and requires an Amplified Admin Level 1 certification to validate fundamental knowledge of the G Suite environment. This course will build on the basics learned in Level 1 to address more complex settings, topics, and advanced best practices as it applies to education. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	The Amplified Admin Security Specialist Certification for those G Suite Admins who are looking for advanced-level, security-specific training. This certification training builds on the foundational and advanced Amplified Admin Level 1 and 2 courses, providing a comprehensive understanding of cybersecurity risk factors facing EDU leaders and how to appropriately mitigate through setting configurations. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Bundle	This bundle contains access to the Amplified Admin Level 1 Certification - Live Instructed, Amplified Admin Level 2 Certification - Live Instructed, and Amplified Admin Security Specialist - Self-Paced courses in addition to videos, transcripts, and slides. Access to an EDU Workspace Admin console is required for this course. (This is per Seat Pricing)	3.00%
Gopher products (product)	Gopher products enable schools to better manage their Google users, groups, chrome devices, and polices at scale. This discount applies to a la carte and bundle packages of Gopher applications.	3.00%
Little SIS (product)	Little SIS gives schools ability to manage Google Classroom at scale. Features include delegated administration, student and class performance analysis, usage reporting, student work review as well as administrative tasks like adding, deleting and archiving of classes.	3.00%
MSRP can be found at https://www.amplifiedit.com/MSRP		

Data Center Transformation

Role	Not to exceed Bill Rate (USD)
Analyst	$140.00
Sr Analyst	$165.00
Consultant	$215.00
Sr Consultant	$255.00
Managing Consultant	$275.00
Principal Consulant	$295.00
Chief Architect	$295.00
Consulting Project Manager	$215.00
Consulting Engagement Manager	$230.00
Consulting Project Coordinator	$165.00
Consulting Program Manager	$245.00
Enterprise Architect	$295.00
Executive Technology Strategist	$295.00

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

Digital Velocity Solutions

Role	Not to exceed Bill Rate (USD)
F-CTO	$341.25
Practice Director	$341.25
Digital Strategy Consultant	$309.75
Principal Consultant - Cloud	$309.75
Hybrid Cloud Architect	$262.50
Hybrid Cloud Engineer	$236.25
Principal Consultant - DataOps	$309.75
DataOps Architect	$262.50
DataOps Engineer	$236.25
Principal Consultant - SW	$309.75
SW Architect	$262.50
SW Engineer	$225.75
Principal Consultant - SDI	$309.75
Solutions Architect	$262.50
Solutions Engineer	$236.25
Digital Product Strategist	$262.50
Enterprise Program Manager	$236.25
Sr Technical Project Manager	$231.00
Technical Project Manager	$215.25
Sr. Agile Project Manager	$236.25
Agile Project Manager	$225.75

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

Managed Services

Gold Level Support for Customer Devices

Applications	Not to exceed Bill Rate (USD)
Microsoft System Center Configuration Manager (SCCM) - Gold	$543.38
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	$572.36
DHCP Support add to MS AD above	$163.74
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	$869.40
Microsoft Active Directory - Large Environment 21+ DCs - Gold	$1,666.35
Microsoft Active Directory Federation Services (ADFS) - Gold	$782.46

Managed Services

Backup	Not to exceed Bill Rate (USD)
IBM Tivoli Storage Manager Gold	$2,173.50
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	$1,195.43
Cohesity RMS SM: 1-250 VMs - Gold	$1,195.43
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	$1,738.80
Commvault RMS Backup Environment Lrg: 601-1000 VMs - Gold	$2,173.50
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	$2,753.10
Veeam RMS SM: 1-250 VMs - Gold	$1,195.43
Veeam RMS Med: 251-600 VMs - Gold	$1,738.80
Veeam RMS Lrg: 601-1000 VMs - Gold	$2,173.50
Veeam RMS XL: 1000+ VMs - Gold	$2,753.10
EMC Avamar RMS SM: 1-250 VMs - Gold	$1,195.43
EMC Avamar RMS Med: 251-600 VMs - Gold	$1,738.80
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	$2,173.50
EMC Avamar RMS XL: 1000 VMs - Gold	$2,753.10
EMC Data Domain - Gold	$2,173.50
Microsoft System Center DPM - SM <100 - Gold	$1,738.80
Microsoft System Center DPM - Med 100 - 500 - Gold	$2,173.50
Microsoft System Center DPM - Lrg >500 Gold	$2,753.10
Microsoft System Center DPM - XL - Gold	$3,477.60

Citrix	Not to exceed Bill Rate (USD)
Citrix - Per Licensed User - Gold	$17.39

Converged Infrastructure	Not to exceed Bill Rate (USD)
Cisco UCS - Gold	$340.52

Databases	Not to exceed Bill Rate (USD)
Microsoft SQL - Gold	$869.40
MySQL- Gold	$869.40
Oracle - Gold	$869.40

Hyperconverged Infrastructure	Not to exceed Bill Rate (USD)
Cisco HyperFlex Edge Node Mangement - Gold	$275.31
Cisco HyperFlex Node Mangement - Gold	$275.31
Nutanix Node Management - Gold	$275.31
vSAN Node Management - Gold	$260.82

Network	Not to exceed Bill Rate (USD)
Silver Peak SD-WAN - Gold	$69.05
Aruba Wireless Controller/Conductor - Gold	$65.21
Aruba Wireless Access Points - Gold	$2.90
Cisco Mobility Services Engine – Gold	$50.72
Cisco Prime Infrastructure Manager - Gold	$50.72
Cisco Switch: Access/Stacked Switch (No Module Capability) - Gold	$28.98
Cisco Switch: Access w/ Module Capability (including Supervisor) - Gold	$28.98
Cisco Switch: Core (no Module Capability) - Gold	$66.65
Cisco Switch: Core w/ Module Capability (including Supervisor) - Gold	$66.65
Cisco Switch: Module - Gold	$14.49
Cisco Router - Gold	$50.72
Cisco iWAN - Gold	$50.72
Cisco WAAS/WAVE - Gold	$37.67
Cisco Wireless Controller - Gold	$65.21
Cisco Wireless Access Points - Gold	$2.90
Cisco SD-WAN - Gold	$81.14
Cradlepoint Flex - Gold	$28.98
Cradlepoint Enterprise - Gold	$44.92
F5: BIG-IP - Gold	$75.35
F5: Local Traffic Manager (LTM) - Gold	$218.80
F5: Advance Firewall Manager (AFM) - Gold	$182.57
F5: BIG-IP DNS - Gold	$181.13
Riverbed Steelhead - Gold	$18.84
Cisco Application Centric Infrastructure (ACI) - per switch - Gold	$73.90
Meraki MR Wireless Access Points - Gold	$2.90
Meraki MV Wireless Camera - Gold	$3.62
Meraki MG Cellular Gateway - Gold	$14.49
Meraki MS Switch - Gold	$14.49
Meraki MX Security Appliance - Gold	$23.18

Operating Systems	Not to exceed Bill Rate (USD)
Windows O/S - Gold	$81.51
Linux O/S (Red Hat/ SUSE) - Gold	$163.74
AIX O/S - Gold	$310.09
IBM System I - Gold	$1,304.10

Security	Not to exceed Bill Rate (USD)
Cisco ASA - Gold	$588.29
Cisco Firepower Services (Per Sensor) - Gold(Includes Firepower Management Center (FMC) support)	$328.92
Cisco Firepower Threat Defense - Gold(Includes Firepower Management Center (FMC) support)	$644.81
Palo Alto Firewall wo Panorama - Gold	$549.17
Palo Alto Firewall w Panorama - Gold	$549.17
Palo Alto Panorama - Gold	$266.62
Cisco Identity Services Engine (ISE) - Gold	$539.56
Fortinet Firewall wo FortiManager – Gold	$549.17
Fortinet Firewall w FortiManager – Gold	$549.17
Fortinet FortiManager – Gold	$266.62
Fortinet FortiAnalyzer – Gold	$81.14
Cisco Umbrella - Gold (Per User)	$0.88

Server Virtualization (Hypervisor)	Not to exceed Bill Rate (USD)
VMware ESXi - Gold	$210.11
Nutanix AHV - Gold	$210.11
Microsoft Hyper-V - Gold	$210.11

Storage	Not to exceed Bill Rate (USD)
Controller: IBM Storage Virtualization (priced per controller) - Gold	$1,086.75
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	$17.39
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	$2.32
SAN Switch - Gold	$239.09
Controller: NetApp (Priced per controller) - Gold	$1,086.75
Controller: EMC (Priced per controller) - Gold	$1,086.75
Controller: IBM (Priced per controller) - Gold	$1,086.75

UC (Unified Communications)	Not to exceed Bill Rate (USD)
Call Control: Cisco Analog Voice Gateway- Gold	$19.56
Call Control: Cisco CUCM/IM&P Server - Gold(Includes IM&P / Presence nodes.)	$543.38
Call Control: Cisco Unity Connection (UCONN) - Gold	$398.48
Call Control: Cisco Voice Gateway - Gold	$72.45

Call Control: Cisco Business Edition 6000 Lifeline - Gold	$811.01
Call Control: Cisco Attendant Console (CUxAC) - Gold	$543.38
Call Control: VistaPoint Attendant Console - Gold	$543.38
Call Control: Cisco Call Manager Express - Gold	$181.13
Call Control: Cisco Unified Border Element (CUBE) - Gold	$181.13
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	$144.90
Call Control: Cisco Prime Collaboration Deployment - Gold	$144.90
911: Cisco Emergency Responder (CER) - Gold	$398.48
Voice Mail: Cisco Unity Express - Gold	$181.13
Notification: InformaCast from Singlewire - Gold	$398.48
Call Experience Testing - 2CPH - Gold	$495.71
Included Up to 10 MACD Incidents - Monthly (If you choose to have CDW perform your MACD activity, the first 10 MACDs are included in the monthly cost. Customer must submit MACDs on CDW's standard MACD form. MACDs beyond 10 per month are available in the blocks of 10 for 350 per block.	$0.00

UC Contact Center	Not to exceed Bill Rate (USD)
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	$472.50
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold (Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger and Peripheral Gateway (PG).)	$456.44
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	$456.44
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	$405.72
Contact Center: Virtualized Voice Browser (VVB) - Gold	$108.68
Contact Center: UCC Express (UCCX) / Finesse - Gold(Contact Center Express, Cisco Finesse or IPIVR/VRU)	$456.44
Contact Center: Cisco Unified Intelligence Center - Gold	$454.17
Contact Center: SocialMiner - Gold	$456.44
Contact Center: 2Ring Dashboards and Wallboards - Gold	$456.44
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	$456.44
Contact Center: Enterprise Chat and Email (ECE) - Gold	$456.44
Contact Center: eGain Analytics - Gold	$405.72
Contact Center: ESNA Cloudlink - Gold	$144.90
CVP: CVP Operations Console - Gold	$405.72
CVP: SIP Proxy (CUSP) - Gold	$202.76
CVP: Ingress Gateway - Gold	$108.68
CVP: VXML Gateway - Gold	$108.68
Bucher and Suter (Connector for Salesforce.com) - Gold	$144.90

UC Video	Not to exceed Bill Rate (USD)
Cisco WebEx Meetings Server (CWMS) - Gold	$398.48
Cisco WebEx Cloud Connected Audio - Gold	$446.05
Cisco Meeting Place Express - Gold	$398.48

UC Video: Cisco Meeting Server (CMS) - Gold	$217.35
UC Video: Cisco Meeting Manager (CMM) - Gold	$217.35
UC Video: Cisco Telepresense Content Server - Gold	$398.48
UC Video: Expressway-C / Expressway-E - Gold	$217.35
UC Video: Telepresense Management Suite (TMS) - Gold	$543.38
Cisco Webex Hybrid Directory Connector - Gold	$217.35
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	$217.35
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	$217.35
UC Video: MSE Chassis - Gold	$144.90
UC Video: MCU MSE Blade - Gold	$108.68
UC Video: Gateway (GW) MSE Blade - Gold	$108.68
UC Video: Endpoint Management - Gold	$72.45
UC Video: Telepresense Server Blade - Gold	$108.68
UC Video: Telepresense MCU - Gold	$108.68

AWS and AZURE Basic / Essential / Premium Support	Monthly Price
*Basic Service - $0K to $10K	As Invoiced
*Basic Service - $10K to $250K	As Invoiced
*Basic Service - $250K+	As Invoiced
Essential Service - $0K to $35K	As Invoiced
Essential Service - $35K to $75K	As Invoiced
Essential Service - $75K+	As Invoiced
Premium Service - $0K to $100K	As Invoiced
Premium Service - $100K to $250K	As Invoiced
Premium Service - $250K+	As Invoiced

*Fees are based on a percentage of customer's actual consumption of AWS / Azure services.
**If CDW is billing the customer for Basic consumption, no pricing uplift is applied.

Additional Services	Monthly Price
End User Help Desk Support	Custom Quote
Exchange and SharePoint Support	Custom Quote
Security Incident and Event Management (SIEM)	Custom Quote
Data Protection and Retention Services	Custom Quote
ServiceNow Ticket Integration and Management	Custom Quote

Time and Materials Support - Out of Scope Services	Not to exceed Bill Rate (USD)
Managed Services Engineering and Consulting	$210.00

Pricing Notes:

Recurring Services - Monthly Minimum Fees

Managed Customer Devices
Gold Level Support = $1,000.00 per Month
AWS / Azure Support
Basic = $49.00 per Month
Essential = $400.00 per Month
Premium = $2,500.00 per Month

Time and Materials Support - Additional Terms
Unschedule after hours support is 2X hourly rate with a 2 hour minimum

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Professional Services

Role	Not to exceed Bill Rate (USD)
Associate Consulting Engineer	$183.75
Consulting Engineer	$225.75
Senior Consulting Engineer	$236.25
Technical Lead / Principal Consulting Engineer	$267.75
Enterprise Consulting Architect	$267.75
Business Consulting Analyst	$257.25
Project Administrator	$173.25
Project Manager	$220.50
Senior Project Manager	$225.75
Enterprise Project Manager, PMO Lead	$241.50
Program Manager	$241.50
Technical Architect	$367.50

*These rates are subject to 5% annual escalation,

on the anniversary date of contract effective date.

Security (Cyber & Physical)

Cloud	Not to exceed Bill Rate (USD)
Consultant	$249.38
Manager	$274.31
Sr. Consultant	$299.25
Sr. Manager	$299.25
Director	$374.06

Cyber-Privacy-Threat Intelligence	Not to exceed Bill Rate (USD)
Associate Consultant	$179.55
Consultant	$229.43
Sr. Consultant	$249.38
Manager	$259.35
Sr. Manager	$274.31
Principal Consultant	$279.30
Technical Lead	$279.30
Director	$324.19
Managing Director	$399.00

IAM and Ops, Advisory & Programs (SOAP)	Not to exceed Bill Rate (USD)
Associate Consultant	$164.59
Sr. Associate Consultant	$184.54
Consultant	$229.43
Sr. Consultant	$249.38
Managing Consultant	$259.35
Manager	$259.35
Architect	$269.33
Sr. Manager	$274.31
Principal Consultant	$279.30
Director	$324.19
Managing Director	$399.00

Incident Response	Not to exceed Bill Rate (USD)
Incident Response-All roles	$423.94

Infrastructure - Physical	Not to exceed Bill Rate (USD)
Associate Consultant	$179.55
Consultant	$229.43
Sr. Consultant	$254.36
Enterprise Atchitect	$279.30
Principal Consultant	$279.30
Technical Lead	$279.30

Risk Consulting (RC)	Not to exceed Bill Rate (USD)
Associate Consultant	$119.70
Sr. Associate Consultant	$134.66
Consultant-Finance	$144.64
Sr. Consultant-Finance	$149.63
Consultant-IT	$154.61
Sr. Consultant-IT	$159.60
Manager	$169.58
Sr. Manager	$179.55
Director	$184.54
Managing Director	$199.50

Technology Integration (Splunk & IAM)	Not to exceed Bill Rate (USD)
Solution Architect (Delivery)	$314.21

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

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 16, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to GXC, Inc. for six OPENGATE 2.0 and one PMD2Plus walk through weapons detection systems with accessories and training for Mobile Regions Arena.

Amount of Contract:
$150,044.50

Funding Source
Capital - Mobile Arena Furniture, Fixtures, and Equipment

ATTACHMENTS:
1. 20260611 GXC Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 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 GXC, Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to GXC, Inc. for six OPENGATE 2.0 and one PMD2Plus walk through weapons detection systems with accessories and training for Mobile Regions Arena.
Capital - Mobile Arena Furniture, Fixtures, and Equipment

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $150,044.50

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as dealing with safety/security of persons; TIPS coop, 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
13299	2026	(3030) REAL ESTATE – ASSET MANAGEMENT	SIX OPENGATE 2.0 AND ONE PMD2PLUS WALK-THROUGH WEAPONS DETECTION SYSTEMS WITH ACCESSORIES FOR MOBILE REGIONS ARENA (BID EXEMPT DEALING WITH SAFETY/SECURITY OF PERSONS; TIPS COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$150,044.50	(300392) GXC INC

Adopted:

_____

City Clerk

Bill To	Requisition 00013299-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GXC INC	CIVIC CENTER EXPO HALL
212 BETHPAGE SWEET HOLLOW ROAD	401 CIVIC CENTER DRIVE
UNIT 6	
	MOBILE, AL 36602
OLD BETHPAGE, NY 11804	CARLEEN.STOUT@CITYOFMOBILE.GOV
Tel#631 942 1479	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/26	300392				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER TIPS CONTRACT #230105 AND YOUR QUOTE #05479.			
	CONTACT SAM MATHENY AT (864) 245-1917 OR SAM.MATHENY@VOLKERT.COM TO SCHEDULE DELIVERY.			
001	108961 - LTE - WIFI 2026 OPENGATE 2.0 WEAPONS DETECTION SYSTEM	6.00 EACH	21084.30000	126505.80
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			126505.80
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
	Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
002	CEIA 18V BATTERY (4) 18V RECHARGEABLE CEIA BATTERIES INCLUDED PER OPENGATE PURCHASE	24.00 EACH	0.00000	0.00
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			.00

Bill To	Requisition 00013299-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GXC INC	CIVIC CENTER EXPO HALL
212 BETHPAGE SWEET HOLLOW ROAD	401 CIVIC CENTER DRIVE
UNIT 6	
	MOBILE, AL 36602
OLD BETHPAGE, NY 11804	CARLEEN.STOUT@CITYOFMOBILE.GOV
Tel#631 942 1479	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/26	300392				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
003	CEIA DUAL BAY CHARGER (1) DUAL-BAY CHARGING STATION INCLUDED PER OPENGATE PURCHASE	6.00 EACH	0.00000	0.00
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			.00
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
004	OPENGATE SUPPORT ARM AND PLATES	6.00	1287.00000	7722.00

Bill To	Requisition 00013299-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
GXC INC	CIVIC CENTER EXPO HALL
212 BETHPAGE SWEET HOLLOW ROAD	401 CIVIC CENTER DRIVE
UNIT 6	
	MOBILE, AL 36602
OLD BETHPAGE, NY 11804	CARLEEN.STOUT@CITYOFMOBILE.GOV
Tel#631 942 1479	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/26	300392				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	STABILIZING BASEPLATES WITH METAL SUPPORT ARM COUNTERWEIGHT FOR INDOOR/OUTDOOR USE	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			7722.00
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
	Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
005	ENCAPSULATED NILECJ2B TEST PIECE FEDERALLY STANDARDIZED TEST PIECE USED FOR SYSTEM CALIBRATION	1.00 EACH	228.60000	228.60
1	2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			228.60

Bill To	Requisition 00013299-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
GXC INC	CIVIC CENTER EXPO HALL
212 BETHPAGE SWEET HOLLOW ROAD	401 CIVIC CENTER DRIVE
UNIT 6	
	MOBILE, AL 36602
OLD BETHPAGE, NY 11804	CARLEEN.STOUT@CITYOFMOBILE.GOV
Tel#631 942 1479	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/26	300392				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
006	OPENGATE METAL DETECTOR TRAINING *MANUFACTURER REQUIRED* 1 OR 2-DAY TRAINING CONSISTING OF GXC INC. PERSONNEL CONDUCTING ON-SITE CLASSROOM STYLE TRAINING AND ROLLOUT SUPPORT	1.00 EACH	2500.00000	2500.00
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			2500.00
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			

Bill To	Requisition 00013299-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
GXC INC	CIVIC CENTER EXPO HALL
212 BETHPAGE SWEET HOLLOW ROAD	401 CIVIC CENTER DRIVE
UNIT 6	
	MOBILE, AL 36602
OLD BETHPAGE, NY 11804	CARLEEN.STOUT@CITYOFMOBILE.GOV
Tel#631 942 1479	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/26	300392				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
007	PMD2PLUS/EZ-0033 CEIA WTMD	1.00 EACH	5967.00000	5967.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			5967.00
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
	Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
008	TRANSPORT AND STABILIZING KIT FOR ELLIPTIC WALK-THROUGH METAL DETECTORS - SHORT RANGE WHEELKIT CASTERS FOR PMD2PLUS	1.00 EACH	630.00000	630.00
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			630.00

Bill To	Requisition 00013299-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
GXC INC	CIVIC CENTER EXPO HALL
212 BETHPAGE SWEET HOLLOW ROAD	401 CIVIC CENTER DRIVE
UNIT 6	
	MOBILE, AL 36602
OLD BETHPAGE, NY 11804	CARLEEN.STOUT@CITYOFMOBILE.GOV
Tel#631 942 1479	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/26	300392				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
009	SERVICE/LABOR/INSTALLATION:INITIAL INSTALLATION, INSTALLATION COST FOR (1) PMD2PLUS SYSTEM	1.00 EACH	1514.00000	1514.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E F201-001 .CONSTRUCTN. .			1514.00
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
010	HAND HELD METAL	8.00	331.20000	2649.60

Bill To	Requisition 00013299-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
GXC INC	CIVIC CENTER EXPO HALL
212 BETHPAGE SWEET HOLLOW ROAD	401 CIVIC CENTER DRIVE
UNIT 6	
	MOBILE, AL 36602
OLD BETHPAGE, NY 11804	CARLEEN.STOUT@CITYOFMOBILE.GOV
Tel#631 942 1479	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/26	300392				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	DETECTORS:PD240-SET INCLUDES RECHARGEABLE BATTERIES AND CHARGING DOCK	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			2649.60
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
	Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
011	FREIGHT	7.00 EACH	332.50000	2327.50
	Additional Description Notes --- SHIPPING: FREIGHT PER WALK-THROUGH DETECTOR Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.42140. E F201-001 .NONCONTRCT. .			2327.50

Bill To	Requisition 00013299-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
GXC INC	CIVIC CENTER EXPO HALL
212 BETHPAGE SWEET HOLLOW ROAD	401 CIVIC CENTER DRIVE
UNIT 6	
	MOBILE, AL 36602
OLD BETHPAGE, NY 11804	CARLEEN.STOUT@CITYOFMOBILE.GOV
Tel#631 942 1479	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/26	300392				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE
MOBILE, AL 36602

Deliver To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE
MOBILE, AL 36602

Requisition Link

Requisition Total 150044.50

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

Account	Amount	Remaining Budget
E F201-001 .CAPEQUIPMT. .	140194.80	8917352.02
E F201-001 .CAPMATERLS. .	6008.20	8917352.02
E F201-001 .CONSTRUCTN. .	1514.00	8917352.02
E F201-001 .NONCONTRCT. .	2327.50	8917352.02

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42140.	2327.50	
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES		
2000.80.00.0000.0000.0000.0000.0000.47010.	140194.80	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)		
2000.80.00.0000.0000.0000.0000.0000.47020.	6008.20	

Bill To	Requisition 00013299-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
GXC INC	CIVIC CENTER EXPO HALL
212 BETHPAGE SWEET HOLLOW ROAD	401 CIVIC CENTER DRIVE
UNIT 6	
	MOBILE, AL 36602
OLD BETHPAGE, NY 11804	CARLEEN.STOUT@CITYOFMOBILE.GOV
Tel#631 942 1479	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/26	300392				REAL ESTATE ASSET MANAGEMEN

Account		Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	EQUIPMENT (LESS THAN $5000)		
2000.80.00.0000.0000.0000.0000.0000.48010.		1514.00	
CAPITAL IMPROVEMENTS FUND EXP	CONSTRUCTION		

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

Activity	Date	Clerk	Comment
Approved	06/03/26	CARLEEN STOUT	approved!
Approved	06/03/26	CHAD HOLM	Auto approved by: 910518486
Approved	06/03/26	BRENDA RHODES	
Approved	06/03/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/11/26	DONALD ROSE	Auto approved by: 9105fola
Approved	06/11/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	06/11/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	06/11/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	06/11/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	06/11/26	JAMES NEESE	Auto approved by: 9105fola
Approved	06/11/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	06/11/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	06/11/26	ANNE FOLEY	
Approved	06/11/26	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

GXC Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

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 The Interlocal Purchasing System ("TIPS"), 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 a Texas Region Education Service Center pursuant to the competitive bid laws in the State of Texas.

Based on the Department's review, the competitive bid process used by TIPS 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 TIPS, 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 TIPS, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, TIPS'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 16, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to J J Quality Homes LLC for storm drainage vegetation and debris removal - 4212 Arcturus Lane to 4130 Government Blvd.

Amount of Contract:
$29,440.05

Funding Source
General fund

ATTACHMENTS:
1. 20260609 JJ Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 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 J J Quality Homes LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to J J Quality Homes LLC for storm drainage vegetation and debris removal - 4212 Arcturus Lane to 4130 Government Blvd.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,440.05

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
13591	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 4214 ARCTURUS LANE TO 4130 GOVERNMENT BLVD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$29,440.05	(298831) J J QUALITY HOMES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00013591-00 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
J J QUALITY HOMES LLC
358 MCMILLAN AVE

MOBILE, AL 36604
US
Tel#2517215800

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
06/08/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-134 4212 ARCTURUS LN TO 4130 GOVERNMENT BLVD Additional Description Notes --- DISTRICT 4	1.00 EACH	29440.05000	29440.05
1	1000.40.20.2070.2096.2070.0000.0000.42155.			29440.05

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 29440.05

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	29440.05	2639490.24
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00013591-00 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
J J QUALITY HOMES LLC	PUBLIC WORKS ADMIN.
358 MCMILLAN AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36604	ASHLEY.ADAMS@CITYOFMOBILE.ORG
US	
Tel#2517215800	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/08/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Forward	06/08/26	MATTHEW ANDERSON	Automatic Forward to 910510856
Approved	06/08/26	DWIGHT D AUSTIN	
Approved	06/08/26	SHONNDA SMITH	Auto approved by: 910510856
Approved	06/08/26	CHERI BOUCHER	Auto approved by: 910510856
Approved	06/08/26	DONALD ROSE	Auto approved by: 9105paij
Approved	06/08/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/08/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/08/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/08/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	06/08/26	JAMES NEESE	Auto approved by: 9105paij
Approved	06/08/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	06/08/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	06/08/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/08/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

TABLE OF CONTENTS

DEFINITIONS	ITEM I
INSTRUCTIONS TO CONTRACTORS	ITEM II
PROJECT SCOPE	ITEM III
QUOTE PROPOSAL	ITEM IV
CERTIFICATE OF CONTRACTORS INSURANCE	ITEM V
SPECIAL PROVISIONS	ITEM VI
ARTICLES OF AGREEMENT	ITEM VII
SUPPLEMENTAL SPECIFICATIONS	ITEM VIII
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS	ITEM IX
LOCATION MAP(S) AND PHOTOS	EXHIBIT A
CONTRACTORS INSURANCE CERTIFICATION	EXHIBIT B
E-VERIFY AFFIDAVIT	EXHIBIT C
RIGHT OF ENTRY AGREEMENT	EXHIBIT D
TRAFFIC CONTROL INFORMATION	EXHIBIT E
DITCH MAINTENANCE STANDARDS	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

13. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

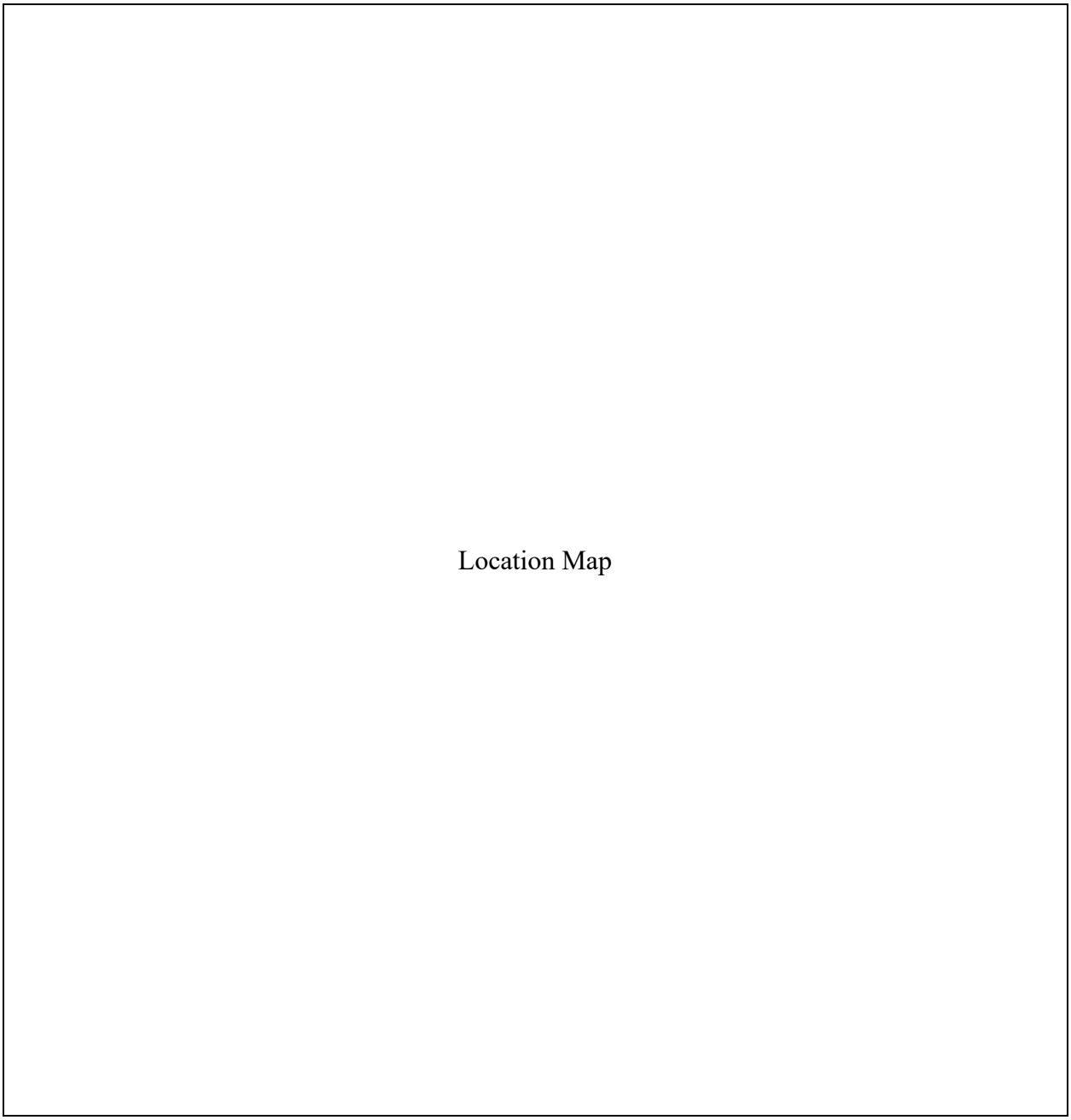
***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS


Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

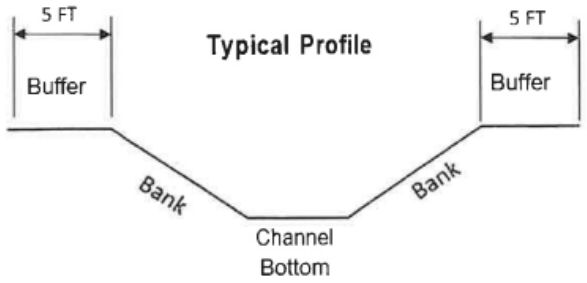
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

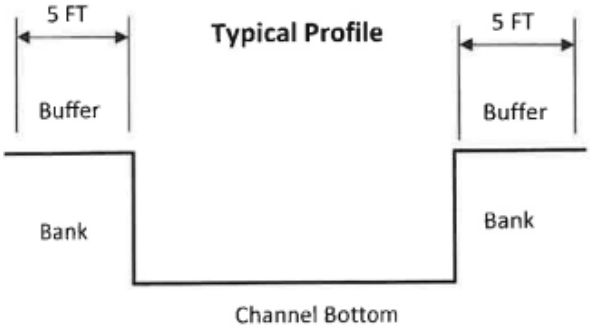
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



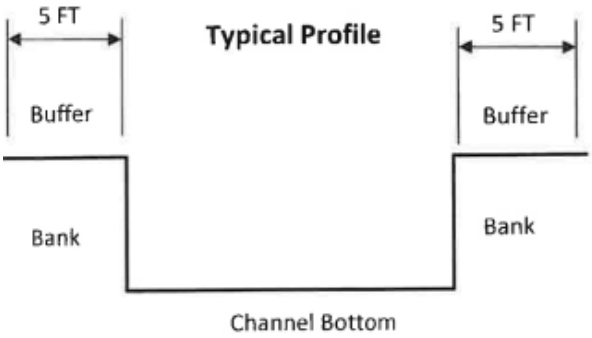
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



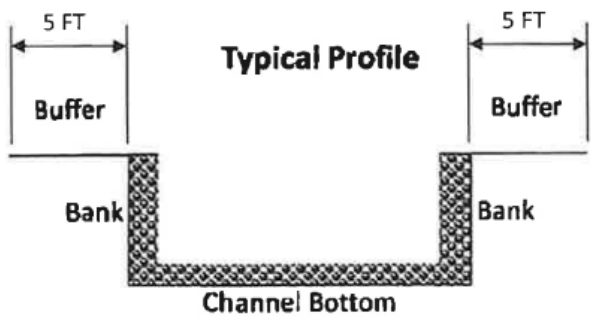
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



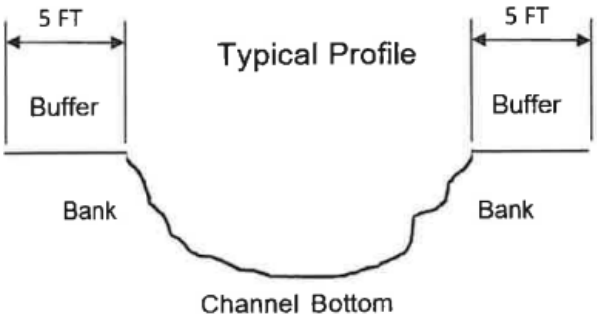
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 16, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Safe Haven Co LLC, for storm drainage vegetation and debris removal - 1208 Creekway Drive to Perch Creek

Amount of Contract:
$29,200.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260609 Safe Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 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 Safe Haven Co. LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Safe Haven Co LLC, for storm drainage vegetation and debris removal - 1208 Creekway Drive to Perch Creek

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,200.00

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
13622	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 1208 CREEKWAY DRIVE TO PERCH CREEK (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$29,200.00	(300101) SAFE HAVEN CO, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00013622-00 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	Ship To
SAFE HAVEN CO. LLC	PUBLIC WORKS ADMIN.
2009 WOLFRIDGE ROAD	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36618	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251.447.7802	
	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
06/08/26	300101				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-136 CREEKWAY DR TO PERCH CRK Additional Description Notes --- DISTRICT 3	1.00 EACH	29200.00000	29200.00
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			29200.00

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 29200.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	29200.00	2639490.24
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00013622-00 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
SAFE HAVEN CO. LLC	PUBLIC WORKS ADMIN.
2009 WOLFRIDGE ROAD	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36618	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251.447.7802	
	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
06/08/26	300101				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Forward	06/08/26	MATTHEW ANDERSON	Automatic Forward to 910510856
Approved	06/08/26	DWIGHT D AUSTIN	
Approved	06/08/26	SHONNDA SMITH	Auto approved by: 910510856
Approved	06/08/26	CHERI BOUCHER	Auto approved by: 910510856
Approved	06/08/26	DONALD ROSE	Auto approved by: 9105paij
Approved	06/08/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/08/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/08/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/08/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	06/08/26	JAMES NEESE	Auto approved by: 9105paij
Approved	06/08/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	06/08/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	06/08/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/08/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

TABLE OF CONTENTS

DEFINITIONS	ITEM I
INSTRUCTIONS TO CONTRACTORS	ITEM II
PROJECT SCOPE	ITEM III
QUOTE PROPOSAL	ITEM IV
CERTIFICATE OF CONTRACTORS INSURANCE	ITEM V
SPECIAL PROVISIONS	ITEM VI
ARTICLES OF AGREEMENT	ITEM VII
SUPPLEMENTAL SPECIFICATIONS	ITEM VIII
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS	ITEM IX
LOCATION MAP(S) AND PHOTOS	EXHIBIT A
CONTRACTORS INSURANCE CERTIFICATION	EXHIBIT B
E-VERIFY AFFIDAVIT	EXHIBIT C
RIGHT OF ENTRY AGREEMENT	EXHIBIT D
TRAFFIC CONTROL INFORMATION	EXHIBIT E
DITCH MAINTENANCE STANDARDS	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

13. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

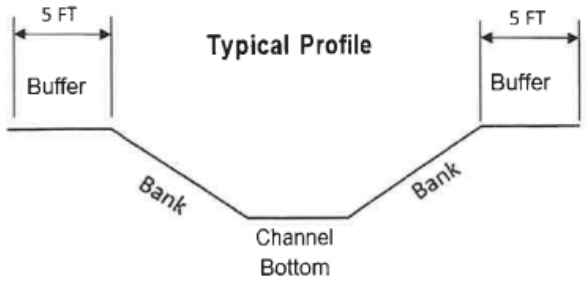
If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

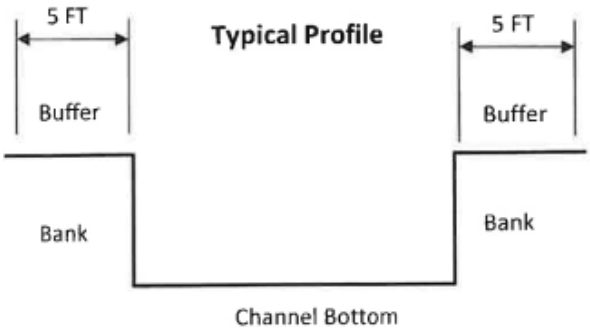
EXHIBIT F
DITCH MAINTENCE STANDARDS

Trapezoidal Ditch Maintenance Standards



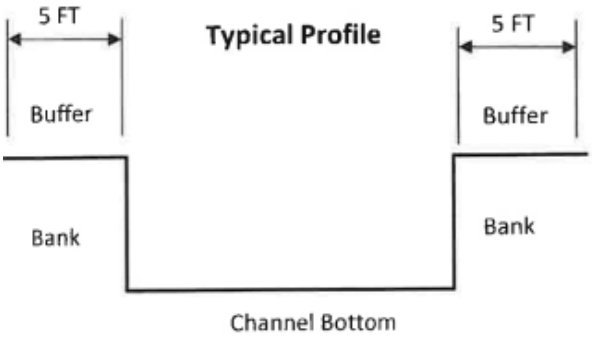
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



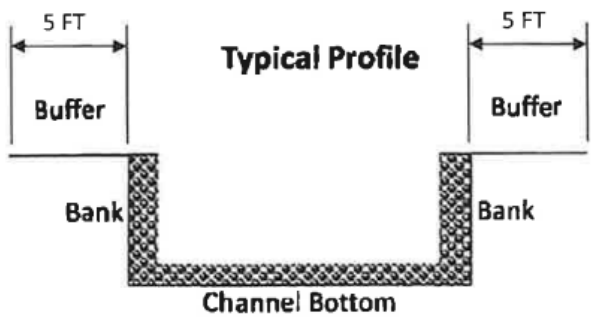
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



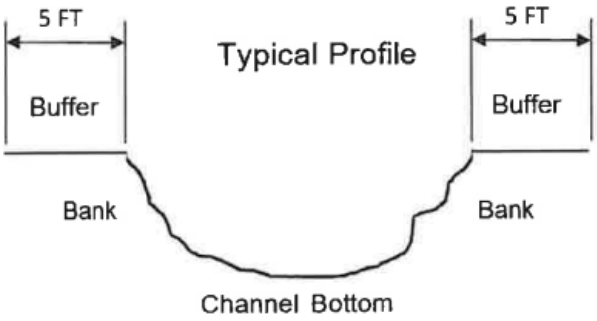
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 16, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Secure Land & Tree LLC for storm drainage vegetation and debris removal - Junction behind 432 Ridgecrest Court to 4344 Boulevard Park North.

Amount of Contract:
$28,700.00

Funding Source
General fund

ATTACHMENTS:
1. 20260609 Secure Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 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 Secure Land & Tree LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order toSecure Land & Tree LLC for storm drainage vegetation and debris removal - Junction behind 432 Ridgecrest Court to 4344 Boulevard Park North.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $28,700.00

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
3396	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – JUNCTION BEHIND 432 RIDGECREST COURT TO 4344 BOULEVARD PARK NORTH (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$28,700.00	(300087) SECURE LAND & TREE LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00013396-00 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
SECURE LAND & TREE LLC	PUBLIC WORKS ADMIN.
10820 CREEK RIDGE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
PENSACOLA, FL 32506	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#850-281-3973	
	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
06/03/26	300087				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-129 JUNCTION BEHIND 432 RIDGECREST CT TO 4344 BOULEVARD PARK N Additional Description Notes --- DISTRICT 5	1.00 EACH	28700.00000	28700.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			28700.00

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 28700.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	28700.00	2639490.24
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00013396-00 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
SECURE LAND & TREE LLC	PUBLIC WORKS ADMIN.
10820 CREEK RIDGE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
PENSACOLA, FL 32506	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#850-281-3973	
	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
06/03/26	300087				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Forward	06/08/26	MATTHEW ANDERSON	Automatic Forward to 910510856
Approved	06/08/26	DWIGHT D AUSTIN	
Approved	06/08/26	SHONNDA SMITH	Auto approved by: 910510856
Approved	06/08/26	CHERI BOUCHER	Auto approved by: 910510856
Approved	06/08/26	DONALD ROSE	Auto approved by: 9105paij
Approved	06/08/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/08/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/08/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/08/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	06/08/26	JAMES NEESE	Auto approved by: 9105paij
Approved	06/08/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	06/08/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	06/08/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/08/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

TABLE OF CONTENTS

DEFINITIONS	ITEM I
INSTRUCTIONS TO CONTRACTORS	ITEM II
PROJECT SCOPE	ITEM III
QUOTE PROPOSAL	ITEM IV
CERTIFICATE OF CONTRACTORS INSURANCE	ITEM V
SPECIAL PROVISIONS	ITEM VI
ARTICLES OF AGREEMENT	ITEM VII
SUPPLEMENTAL SPECIFICATIONS	ITEM VIII
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS	ITEM IX
LOCATION MAP(S) AND PHOTOS	EXHIBIT A
CONTRACTORS INSURANCE CERTIFICATION	EXHIBIT B
E-VERIFY AFFIDAVIT	EXHIBIT C
RIGHT OF ENTRY AGREEMENT	EXHIBIT D
TRAFFIC CONTROL INFORMATION	EXHIBIT E
DITCH MAINTENANCE STANDARDS	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.

   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.

   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

13. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

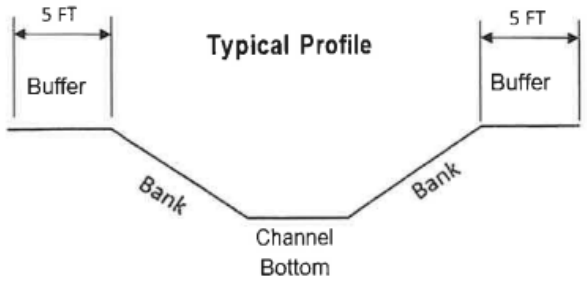
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

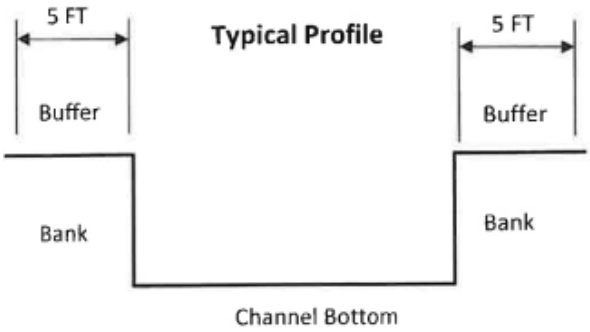
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



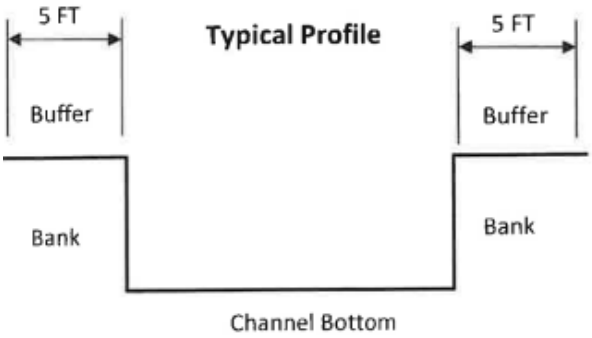
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



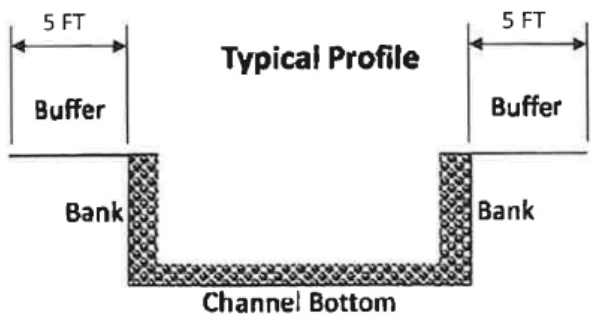
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



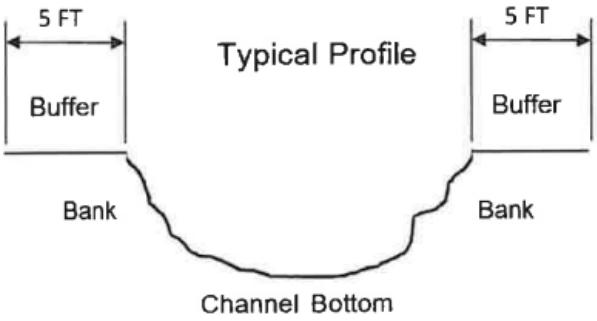
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Southern Realty Management Grp, LLC for storm drainage vegetation and debris removal - 3509 Dauphin Island Parkway to 1507 Hannon Road.

Amount of Contract:
$27,000.00

Funding Source
General fund

ATTACHMENTS:
1. 20260609 Southern Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 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 Southern Realty Management Group, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Southern Realty Management Grp, LLC for storm drainage vegetation and debris removal - 3509 Dauphin Island Parkway to 1507 Hannon Road.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $27,000.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Advertised vendor rotation pool.

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

How many bidders submitted bids (if applicable): na

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

_____

_____

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
13507	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 3509 DAUPHIN ISLAND PARKWAY TO 1507 HANNON ROAD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$27,000.00	(296787) SOUTHERN REALTY MANAGEMENT GROUP, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00013507-00 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
SOUTHERN REALTY MANAGEMENT GROUP, LLC	PUBLIC WORKS ADMIN.
217 HERITAGE CIR	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36608	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2514237512	

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
06/05/26	296787				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-206-2070-133 DAUPHIN ISLAND PKWY TO HANNON RD Additional Description Notes --- DISTRICT 3	1.00 EACH	27000.00000	27000.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			27000.00

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 27000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	27000.00	2639490.24
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00013507-00 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
SOUTHERN REALTY MANAGEMENT GROUP, LLC	PUBLIC WORKS ADMIN.
217 HERITAGE CIR	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36608	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2514237512	

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
06/05/26	296787				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Forward	06/08/26	MATTHEW ANDERSON	Automatic Forward to 910510856
Approved	06/08/26	DWIGHT D AUSTIN	
Approved	06/08/26	SHONNDA SMITH	Auto approved by: 910510856
Approved	06/08/26	CHERI BOUCHER	Auto approved by: 910510856
Approved	06/08/26	DONALD ROSE	Auto approved by: 9105paij
Approved	06/08/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/08/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/08/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/08/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	06/08/26	JAMES NEESE	Auto approved by: 9105paij
Approved	06/08/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	06/08/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	06/08/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/08/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

TABLE OF CONTENTS

DEFINITIONS	ITEM I
INSTRUCTIONS TO CONTRACTORS	ITEM II
PROJECT SCOPE	ITEM III
QUOTE PROPOSAL	ITEM IV
CERTIFICATE OF CONTRACTORS INSURANCE	ITEM V
SPECIAL PROVISIONS	ITEM VI
ARTICLES OF AGREEMENT	ITEM VII
SUPPLEMENTAL SPECIFICATIONS	ITEM VIII
REGULATORY REQUIREMENTS AND TAX EXEMPTIONS	ITEM IX
LOCATION MAP(S) AND PHOTOS	EXHIBIT A
CONTRACTORS INSURANCE CERTIFICATION	EXHIBIT B
E-VERIFY AFFIDAVIT	EXHIBIT C
RIGHT OF ENTRY AGREEMENT	EXHIBIT D
TRAFFIC CONTROL INFORMATION	EXHIBIT E
DITCH MAINTENANCE STANDARDS	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

13. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	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 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)

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

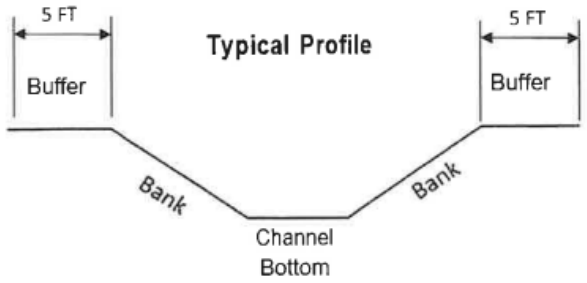
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

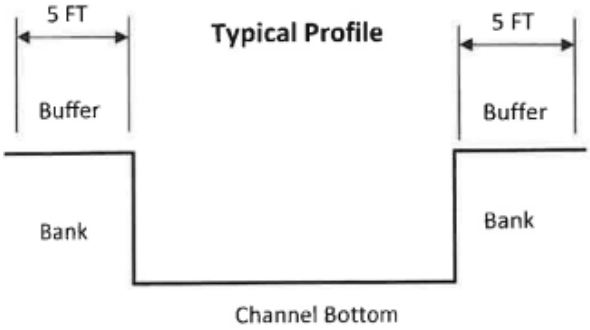
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



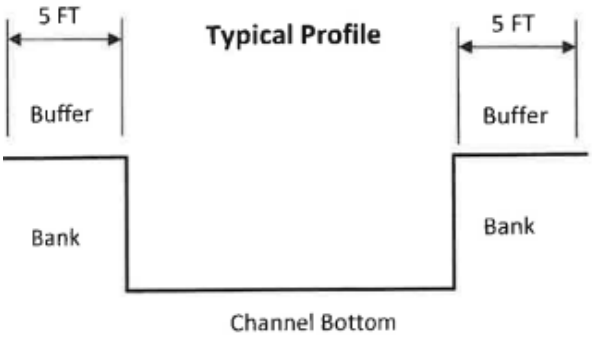
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



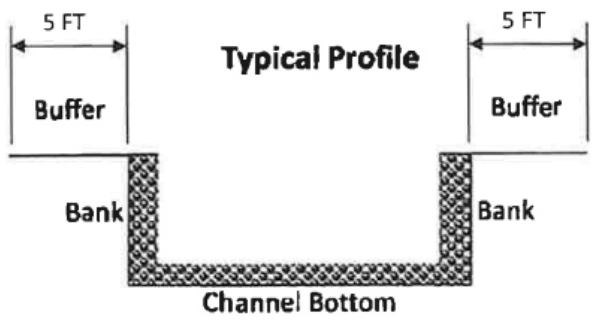
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



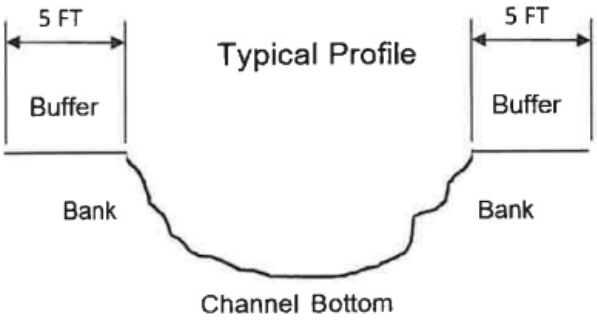
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to MityLite, Inc. for 147 tables, one 32ftx32ft dance floor, 1,050 dining chairs, and 175 bar stools, with storage carts, for Mobile Regions Arena.

Amount of Contract:
$360,40.08

Funding Source
Capital - Mobile Arena Furniture, Fixtures, and Equipment

ATTACHMENTS:
1. 20260611 MityLite Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 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 MityLite, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to MityLite, Inc. for 147 tables, one 32ftx32ft dance floor, 1050 dining chairs, and 175 bar stools, with storage carts, for Mobile Regions Arena.
Capital - Mobile Arena Furniture, Fixtures, and Equipment

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $360,40.08

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: BuyBoard cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13160	2026	(3030) REAL ESTATE – ASSET MANAGEMENT	147 TABLES, ONE 32FT X 32FT DANCE FLOOR, 1,050 DINING CHAIRS, AND 175 BAR STOOLS, WITH STORAGE CARTS, FOR MOBILE REGIONS ARENA (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$360,403.08	(297671) MITYLITE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00013160-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 1

Vendor
MITYLITE, INC.
1301 WEST 400 NORTH

OREM, UT 84057
UNITED STATES
Tel#1-385-429-5758
Fax 801-224-6191

Ship To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE

MOBILE, AL 36602
MARILYN.BUSHNELL@CITYOFMOBILE.GOV

Deliver To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	297671				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER BUYBOARD CONTRACT #789-25 AND YOUR QUOTE #SQ88656-2. ATTN: JEREMY.SPENCER@MITYINC.COM CONTACT SAM MATHENY AT (864) 245-1917 OR SAM.MATHENY@VOLKERT.COM TO SCHEDULE DELIVERY. CITY IS RESPONSIBLE FOR OFFLOADING UPON DELIVERY TIME UNLESS OTHERWISE PREARRANGED. NOTE DELIVERY IS DOCK TO DOCK			
001	ITEM #CT72BLK0200060000 CT 72 BLK W29BLK ABS ROUND TABLE 72" (6FT)|TOP: BLACK|BOTTOM: BLACK|TRIM ABS BLACK|LEG: WISHBONE|LEG/BASE COLOR: BLACK SAND| HEIGHT: 29IN. TALL	75.00 EACH	407.37000	30552.75
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			30552.75
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE			

Bill To	Requisition 00013160-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 MARILYN.BUSHNELL@CITYOFMOBILE.GOV
	Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	297671				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
002	ITEM # CRTXPRC38WF CART XP CT 38" WIDE BKS-XPG NM8 W/B NOPLT CART XPRESSPORT ROUND TABLE 38" WIDE FRAME CART XPRESSPORT ROUND TABLE 38" WIDE FRAME NO SEPARATOR PLATES SEPARATOR PLATE SET 38W SS-10C XPRESSPORT ROUND CART 38" WIDE SEPARATOR PLATE SET, SINGLE SLOT - 10 CAPACITY Each 8 XPRESSPORT ROUND CART 38" WIDE SEPARATOR PLATE SET SINGLE SLOT - 10 CAPACITY	8.00 EACH	1126.35000	9010.80
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			9010.80
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
	Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
003	ITEM #RT1872BLK0204060000 RT 1872	10.00	220.54000	2205.40

Bill To	Requisition 00013160-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
MITYLITE, INC.	CIVIC CENTER EXPO HALL
1301 WEST 400 NORTH	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602
OREM, UT 84057	MARILYN.BUSHNELL@CITYOFMOBILE.GOV
UNITED STATES	
Tel#1-385-429-5758	
Fax 801-224-6191	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	297671				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	BLK OC29BLK ABS RECTANGLE TABLE 1872|TOP: BLACK| BOTTOM: BLACK|TRIM ABS BLACK|LEG: OFFSET CONFERENCE|LEG/BASE COLOR: BLACK SAND|HEIGHT: 29IN. TALL	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			2205.40
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
	Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
004	ITEM# RT3096BLK0200060000 RT 3096 BLK W29BLK ABS RECTANGLE TABLE 3096|TOP: BLACK| BOTTOM: BLACK|TRIM ABS BLACK|LEG: WISHBONE|LEG/BASE COLOR: BLACK SAND|HEIGHT: 29IN. TALL ABS RECTANGLE TABLE 3096 TOP: BLACK BOTTOM: BLACK TRIM ABS BLACK LEG: WISHBONE LEG/BASE COLOR: BLACK SAND HEIGHT: 29IN. TALL	30.00 EACH	263.96000	7918.80

Bill To	Requisition 00013160-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 MARILYN.BUSHNELL@CITYOFMOBILE.GOV Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	297671				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			7918.80
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
005	ITEM #CRT3096FBLK2 CART 3096 FLAT BLK NM5 CART;HOLDS 3096 RECTANGULAR TABLE;FLAT;, BLK FRAME;NON MARRING 5" CASTERS CART;HOLDS 3096 RECTANGULAR TABLE;FLAT	3.00 EACH	371.25000	1113.75
1	2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			1113.75
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL			

Bill To	Requisition 00013160-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
MITYLITE, INC.	CIVIC CENTER EXPO HALL
1301 WEST 400 NORTH	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602
OREM, UT 84057	MARILYN.BUSHNELL@CITYOFMOBILE.GOV
UNITED STATES	
Tel#1-385-429-5758	
Fax 801-224-6191	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	297671				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	401 CIVIC CENTER DRIVE MOBILE, AL 36602			
006	ITEM #CRTRTUBLK2 BLK FRAME;NON MARRING 5" CASTERS CART RT UPRIGHT BLK CART;HOLDS 48 TO 96 IN LENGTH RECTANGULAR TABLE;, UPRIGHT;BLK FRAME CART;HOLDS 48 TO 96 IN LENGTH RECTANGULAR TABLE;UPRIGHT;BLK FRAME	1.00 EACH	711.45000	711.45
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			711.45
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
	Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
007	ITEM #CT30BLK02261E0000 CT 30 BLK DADJCHR ABS ROUND TABLE 30" SLAB|TOP: BLACK|BOTTOM:BLACK|TRIM ABS BLACK|LEG: KNOCKDOWN WITH X-BASE|LEG/BASE COLOR:	20.00 EACH	246.69000	4933.80

Bill To	Requisition 00013160-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 MARILYN.BUSHNELL@CITYOFMOBILE.GOV Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	297671				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	CHROME|HEIGHT: ADJUSTABLE 30 - 42 IN. TALL, COLUMN COLOR: CHROME			
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			4933.80
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
	Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
008	ITEM #CRTXPKD14 CART XP COCKTAIL BKS-XPG MN6 W/B XPRESSPORT COCKTAIL CART, BLACK-GREEN FRAME, NON-MARRING 8" CASTERS, WITH BRAKE XPRESSPORT COCKTAIL CART, BLACK-GREEN FRAME NON-MARRING 8" CASTERS, WITH BRAKE	2.00 EACH	973.80000	1947.60
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			1947.60

Bill To	Requisition 00013160-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
MITYLITE, INC.	CIVIC CENTER EXPO HALL
1301 WEST 400 NORTH	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602
OREM, UT 84057	MARILYN.BUSHNELL@CITYOFMOBILE.GOV
UNITED STATES	
Tel#1-385-429-5758	
Fax 801-224-6191	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	297671				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
009	ITEM # MB3072BLK0205060000 RT 3072 BLK B29BLK CAS ABS RECTANGLE TABLE 30" X 72" BUFFET| TOP: BLACK|BOTTOM: BLACK|TRIM ABS BLACK|LEG: BUFFET|LEG/BASE COLOR: BLACK SAND|HEIGHT: 29IN. TALL	12.00 EACH	351.17000	4214.04
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			4214.04
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			

Bill To	Requisition 00013160-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 8

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 MARILYN.BUSHNELL@CITYOFMOBILE.GOV Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	297671				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
010	ITEM # MB1872BLK0212060000 RT 1872 BLK BUFBLK ABS RECTANGLE TABLE 18" X 72" BUFFET|TOP: BLACK|BOTTOM: BLACK|TRIM ABS BLACK|LEG: BUFFET|LEG/BASE COLOR: BLACK SAND|TIER HEIGHT: 14 IN.	12.00 EACH	210.85000	2530.20
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			2530.20
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
	Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
011	ITEM #MAGKIT32X32STL2NV3 MAGNATTACH V3 DANCE FLOOR KIT 32X32 |PANEL: STUDIO TEAK| EDGE & CORNER COLOR: SILVER SAND|PANELS: 64|EDGES: 28|CORNERS: 4| CARTS: 3 |PANEL: STUDIO TEAK EDGE & CORNER COLOR: SILVER SAND PANELS: 64 EDGES: 28 CORNERS: 4 CARTS: 3	1.00 EACH	58283.42000	58283.42

Bill To	Requisition 00013160-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
MITYLITE, INC.	CIVIC CENTER EXPO HALL
1301 WEST 400 NORTH	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602
OREM, UT 84057	MARILYN.BUSHNELL@CITYOFMOBILE.GOV
UNITED STATES	
Tel#1-385-429-5758	
Fax 801-224-6191	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	297671				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			58283.42
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
	Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
012	ITEM #CLSQO CLASSIC SQUARE OPEN-QUOTE GLIDE: NICKEL STACKBAR: YES GANGING: RETRACTABLE FABRIC: CONNELLY BLUE JAY FRAME FINISH: BLACK SAND CUSHION: WATERFALL	1050.00 EACH	132.61000	139240.50
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			139240.50

Bill To	Requisition 00013160-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 10

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 MARILYN.BUSHNELL@CITYOFMOBILE.GOV Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	297671				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
013	ITEM # CRT5WCHHTBLK2V2 CART 5 WHEEL COMFORT BLK V2 COMFORT SEATING CART-5 WHEEL V2, BLACK; HOLDS 8,OR 10 ENCORE, CLASSIC, E2, OR ACCESS CHAIRS COMFORT SEATING CART-5 WHEEL V2, BLACK; HOLDS 8, OR 10 ENCORE, CLASSIC, E2,	4.00 EACH	418.05000	1672.20
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E F201-001 .CAPMATERLS. .			1672.20
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602 Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE			

Bill To	Requisition 00013160-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 11

Vendor
MITYLITE, INC.
1301 WEST 400 NORTH

OREM, UT 84057
UNITED STATES
Tel#1-385-429-5758
Fax 801-224-6191

Ship To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE

MOBILE, AL 36602
MARILYN.BUSHNELL@CITYOFMOBILE.GOV

Deliver To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	297671				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
014	ITEM # 1023600 OR ACCESS CHAIRS 1023600 PALMANOVA BARSTOOL STAIN: BLACK VINYL: ALL-AMERICAN IMPERIAL BLUE GRADE 3	175.00 EACH	368.00000	64400.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			64400.00
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
	Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
015	FREIGHT	1.00 EACH	31668.37000	31668.37
	Vendor Item Inventory Item/Loc 14009			
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			31668.37

Bill To	Requisition 00013160-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
MITYLITE, INC.	CIVIC CENTER EXPO HALL
1301 WEST 400 NORTH	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602
OREM, UT 84057	MARILYN.BUSHNELL@CITYOFMOBILE.GOV
UNITED STATES	
Tel#1-385-429-5758	
Fax 801-224-6191	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	297671				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE
MOBILE, AL 36602

Deliver To
CIVIC CENTER EXPO HALL
401 CIVIC CENTER DRIVE
MOBILE, AL 36602

Requisition Link

Requisition Total 360403.08

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

Account			Amount	Remaining Budget
E F201-001	.CAPEQUIPMT.	.	341074.64	8917352.02
E F201-001	.CAPMATERLS.	.	19328.44	8917352.02

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	341074.64	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)		
2000.80.00.0000.0000.0000.0000.0000.47020.	19328.44	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN $5000)		

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

Activity	Date	Clerk	Comment
Approved	06/01/26	CARLEEN STOUT	approved!

Bill To	Requisition 00013160-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 13

Vendor	Ship To
MITYLITE, INC.	CIVIC CENTER EXPO HALL
1301 WEST 400 NORTH	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602
OREM, UT 84057	MARILYN.BUSHNELL@CITYOFMOBILE.GOV
UNITED STATES	
Tel#1-385-429-5758	
Fax 801-224-6191	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/26	297671				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/01/26	CHAD HOLM		Auto approved by: 910518486	
	Approved	06/03/26	CARLEEN STOUT		approved!	
	Approved	06/03/26	CHAD HOLM		Auto approved by: 910518486	
	Rejected	06/01/26	BRENDA RHODES		Please check expense strings	
	Approved	06/03/26	BRENDA RHODES			
	Approved	06/03/26	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	06/11/26	DONALD ROSE		Auto approved by: 9105fola	
	Approved	06/11/26	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	06/11/26	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	06/11/26	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	06/11/26	MARYLYN BUSCHELL		Auto approved by: 9105fola	
	Approved	06/11/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	06/11/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	06/11/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	06/11/26	ANNE FOLEY			
	Approved	06/11/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

QUOTE

MITYLITE holsag BERTOLINI

Created On: 5/1/2026
Sales Quote Number: SQ88656-2
Mity Customer Number: 125146

BUYBOARD CONTRACT PRICING #789-25

Bill To:
City of Mobile
OVG/ Volkert
PO Box 289
Mobile, AL 36601
United States

Sell To:
City of Mobile
OVG/ Volkert
PO Box 389
Mobile, AL 36602
United States

Ship To:
City of Mobile
OVG/ Volkert
401 Civic Center Drive
Mobile, AL 36602
United States

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Net 30 Days	Jeremy Spencer

Item No.	Description	UOM	QTY	Unit Price	Total Price
CT72BLK0200060000	CT 72 BLK W29BLK ABS ROUND TABLE 72" (6FT)|Top: Black|Bottom: Black|Trim ABS Black|Leg: Wishbone|Leg/Base Color: Black Sand| Height: 29in. Tall	Each	75	$407.37	$30,552.75
CRTXPRC38WF	CART XP CT 38" WIDE BKS-XPG NM8 W/B NOPLT CART XPRESSPORT ROUND TABLE 38" WIDE FRAME CART XPRESSPORT ROUND TABLE 38" WIDE FRAME NO SEPARATOR PLATES	Each	8	$1,126.35	$9,010.80
SPS3810S	SEPARATOR PLATE SET 38W SS-10C XPRESSPORT ROUND CART 38" WIDE SEPARATOR PLATE SET, SINGLE SLOT - 10 CAPACITY XPRESSPORT ROUND CART 38" WIDE SEPARATOR PLATE SET SINGLE SLOT - 10 CAPACITY	Each	8		
RT1872BLK0204060000	RT 1872 BLK OC29BLK ABS RECTANGLE TABLE 1872|Top: Black| Bottom: Black|Trim ABS Black|Leg: Offset Conference|Leg/Base Color: Black Sand|Height: 29in. Tall	Each	10	$220.54	$2,205.40

THANK YOU FOR CHOOSING MITY!

Signature: _____ ***Date:*** _____

**** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable and is subject to change at time of shipment.***

**** Customer is responsible for offloading order at delivery time unless otherwise prearranged.***

****Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.***

** Mity, Inc. charges a 3% processing fee for all credit card payments.*

*** The quoted price does not include any unforeseen tariff costs. These costs, if applicable, will be added based on the current market rate at the time of order placement.**

MityLite Inc. P.O. BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-6191

QUOTE

Created On: 5/1/2026

Sales Quote Number: SQ88656-2

Mity Customer Number: 125146

Bill To:
City of Mobile
OVG/ Volkert
PO Box 289
Mobile, AL 36601
United States

Sell To:
City of Mobile
OVG/ Volkert
PO Box 389
Mobile, AL 36602
United States

Ship To:
City of Mobile
OVG/ Volkert
401 Civic Center Drive
Mobile, AL 36602
United States

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Net 30 Days	Jeremy Spencer

Item No.	Description	UOM	QTY	Unit Price	Total Price
RT3096BLK0200060000	RT 3096 BLK W29BLK ABS RECTANGLE TABLE 3096|Top: Black|Bottom: Black|Trim ABS Black|Leg: Wishbone|Leg/Base Color: Black Sand|Height: 29in. Tall ABS RECTANGLE TABLE 3096 Top: Black Bottom: Black Trim ABS Black Leg: Wishbone Leg/Base Color: Black Sand Height: 29in. Tall	Each	30	$263.96	$7,918.80
CRT3096FBLK2	CART 3096 FLAT BLK NM5 CART;HOLDS 3096 RECTANGULAR TABLE;FLAT;, BLK FRAME;NON MARRING 5" CASTERS CART;HOLDS 3096 RECTANGULAR TABLE;FLAT;	Each	3	$371.25	$1,113.75

THANK YOU FOR CHOOSING MITY!

Signature: _____ ***Date:*** _____

**** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable and is subject to change at time of shipment.***

**** Customer is responsible for offloading order at delivery time unless otherwise prearranged.***

** Mity, Inc. charges a 3% processing fee for all credit card payments.*

QUOTE

Created On: 5/1/2026
Sales Quote Number: SQ88656-2
Mity Customer Number: 125146

Bill To:
City of Mobile
OVG/ Volkert
PO Box 289
Mobile, AL 36601
United States

Sell To:
City of Mobile
OVG/ Volkert
PO Box 389
Mobile, AL 36602
United States

Ship To:
City of Mobile
OVG/ Volkert
401 Civic Center Drive
Mobile, AL 36602
United States

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Net 30 Days	Jeremy Spencer

Item No.	Description	UOM	QTY	Unit Price	Total Price
	BLK FRAME;NON MARRING 5" CASTERS				
CRTRTUBLK2	CART RT UPRIGHT BLK CART;HOLDS 48 TO 96 IN LENGTH RECTANGULAR TABLE;, UPRIGHT;BLK FRAME CART;HOLDS 48 TO 96 IN LENGTH RECTANGULAR TABLE; UPRIGHT;BLK FRAME	Each	1	$711.45	$711.45
CT30BLK02261E0000	CT 30 BLK DADJCHR ABS ROUND TABLE 30" SLAB|Top: Black|Bottom: Black|Trim ABS Black|Leg: Knockdown with X-Base|Leg/Base Color: Chrome|Height: Adjustable 30 - 42 in. Tall, Column Color: Chrome	Each	20	$246.69	$4,933.80
CRTXPKD14	CART XP COCKTAIL BKS-XPG MN6 W/B XPRESSPORT COCKTAIL CART, BLACK-GREEN FRAME, NON-MARRING 8" CASTERS, WITH BRAKE XPRESSPORT COCKTAIL CART, BLACK-GREEN FRAME NON-MARRING 8" CASTERS, WITH BRAKE	Each	2	$973.80	$1,947.60

THANK YOU FOR CHOOSING MITY!

Signature: _____ ***Date:*** _____

**** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable and is subject to change at time of shipment.***

**** Customer is responsible for offloading order at delivery time unless otherwise prearranged.***

** Mity, Inc. charges a 3% processing fee for all credit card payments.*

QUOTE

MITYLITE holsag BERTOLINI

Created On: 5/1/2026
Sales Quote Number: SQ88656-2
Mity Customer Number: 125146

Bill To:
City of Mobile
OVG/ Volkert
PO Box 289
Mobile, AL 36601
United States

Sell To:
City of Mobile
OVG/ Volkert
PO Box 389
Mobile, AL 36602
United States

Ship To:
City of Mobile
OVG/ Volkert
401 Civic Center Drive
Mobile, AL 36602
United States

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Net 30 Days	Jeremy Spencer

Item No.	Description	UOM	QTY	Unit Price	Total Price
MB3072BLK0205060000	RT 3072 BLK B29BLK CAS ABS RECTANGLE TABLE 30" X 72" BUFFET| Top: Black|Bottom: Black|Trim ABS Black|Leg: Buffet|Leg/Base Color: Black Sand|Height: 29in. Tall	Each	12	$351.17	$4,214.04
MB1872BLK0212060000	RT 1872 BLK BUFBLK ABS RECTANGLE TABLE 18" X 72" BUFFET|Top: Black|Bottom: Black|Trim ABS Black|Leg: Buffet|Leg/Base Color: Black Sand|Tier Height: 14 in.	Each	12	$210.85	$2,530.20
MAGKIT32X32STL2NV3	MAGNATTACH V3 DANCE FLOOR KIT 32X32 |Panel: Studio Teak| Edge & Corner Color: Silver Sand|Panels: 64|Edges: 28|Corners: 4| Carts: 3 |Panel: Studio Teak Edge & Corner Color: Silver Sand Panels: 64 Edges: 28 Corners: 4	Kit	1	$58,283.42	$58,283.42

THANK YOU FOR CHOOSING MITY!

Signature: _____ ***Date:*** _____

**** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable and is subject to change at time of shipment.***

**** Customer is responsible for offloading order at delivery time unless otherwise prearranged.***

** Mity, Inc. charges a 3% processing fee for all credit card payments.*

QUOTE

Created On: 5/1/2026
Sales Quote Number: SQ88656-2
Mity Customer Number: 125146

Bill To:
City of Mobile
OVG/ Volkert
PO Box 289
Mobile, AL 36601
United States

Sell To:
City of Mobile
OVG/ Volkert
PO Box 389
Mobile, AL 36602
United States

Ship To:
City of Mobile
OVG/ Volkert
401 Civic Center Drive
Mobile, AL 36602
United States

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Net 30 Days	Jeremy Spencer

Item No.	Description	UOM	QTY	Unit Price	Total Price
	Carts: 3				
CLSQO	CLASSIC SQUARE OPEN-QUOTE Glide: Nickel Stackbar: Yes Ganging: Retractable Fabric: Connelly Blue Jay Frame Finish: Black Sand Cushion: Waterfall	Each	1050	$132.61	$139,240.50
CRT5WCHHTBLK2V2	CART 5 WHEEL COMFORT BLK V2 COMFORT SEATING CART-5 WHEEL V2, BLACK; HOLDS 8,OR 10 ENCORE, CLASSIC, E2, OR ACCESS CHAIRS COMFORT SEATING CART-5 WHEEL V2, BLACK; HOLDS 8, OR 10 ENCORE, CLASSIC, E2,	Each	4	$418.05	$1,672.20

THANK YOU FOR CHOOSING MITY!

Signature: _____ ***Date:*** _____

**** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable and is subject to change at time of shipment.***

**** Customer is responsible for offloading order at delivery time unless otherwise prearranged.***

** Mity, Inc. charges a 3% processing fee for all credit card payments.*

QUOTE

MITYLITE holsag BERTOLINI

Created On: 5/1/2026
Sales Quote Number: SQ88656-2
Mity Customer Number: 125146

Bill To:
City of Mobile
OVG/ Volkert
PO Box 289
Mobile, AL 36601
United States

Sell To:
City of Mobile
OVG/ Volkert
PO Box 389
Mobile, AL 36602
United States

Ship To:
City of Mobile
OVG/ Volkert
401 Civic Center Drive
Mobile, AL 36602
United States

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Net 30 Days	Jeremy Spencer

Item No.	Description	UOM	QTY	Unit Price	Total Price
	OR ACCESS CHAIRS				
1023600	PALMANOVA BARSTOOL Stain: Black Vinyl: All-American Imperial Blue Grade 3	Each	175	$368.00	$64,400.00
	Freight Estimate #179488 5, 53' Trucks NOTE: Loading Dock = Yes CUSTOMER RESPONSIBLE FOR OFFLOADING UPON DELIVERY NOTE: DELIVERY IS DOCK-TO-DOCK **BUYBOARD CONTRACT 789-25**		1	$31,668.37	$31,668.37

THANK YOU FOR CHOOSING MITY!

Subtotal $360,403.08
Sales Tax $0.00
Quote Total $360,403.08

Signature: _____ ***Date:*** _____

**** NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable and is subject to change at time of shipment.***

**** Customer is responsible for offloading order at delivery time unless otherwise prearranged.***

** Mity, Inc. charges a 3% processing fee for all credit card payments.*

The Local Government Purchasing Cooperative

For the Period 12/01/2025 to 11/30/2026

Final Catalog Award Report for Food Service Equipment, Supplies and Appliances, No. 789-25

9. Discount (%) off catalog/pricelist for **Dishwashing and Ware Washing Equipment, Supplies, and Related Equipment.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
TriMark USA, LLC	Winholt price list	55%	Yes

10. Discount (%) off catalog/pricelist for **Dishwashing and Ware Washing Machine Chemicals and Related Supplies.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
TriMark USA, LLC	All Points price list	45%	Yes
Complete Supply Inc.	Complete Supply price list	30%	Yes
Douglas Food Stores Inc. dba Douglas Equipment	Douglas Equipment price list	0%	No
Dutch Glo Chemical Company, Inc.	Dutch Glo Chemical price list	2%	Yes
Empire Paper	Empire Paper price list	25%	Yes
Hagar Restaurant Service	Hagar Restaurant Service parts price list (0%-35%)	0%	No
TAKKT America Holding, Inc. dba Hubert Company	Hubert price list	12%	Yes
TARI INC. dba Jean's Restaurant Supply	Jean's Restaurant Supply price list (5%-75%)	5%	Yes
Shepherd Food Equipment	JOHN BOOS price list	50%	No
11400 LLC	Marketplace Catalog	10%	No
Pollock Investments Inc.	Pollock price list	35%	Yes
TriMark USA, LLC	Rational price list	15%	Yes
TriMark USA, LLC	Sunburst price list	0%	Yes
Trex Inc. (Texas Restaurant Equipment Exchange) dba Trex	Trex Restaurant Equipment price list (15%-60%)	15%	Yes
Ts EQUIP-IT	Ts EQUIP-IT price list (7%-55%)	7%	Yes

11. Discount (%) off catalog/pricelist for **Dining Furniture, Artwork, Décor, and Design.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AJ Anderson Construction, LLC dba FMS Consultants	AmTab Product price list	53%	No

The Local Government Purchasing Cooperative

For the Period 12/01/2025 to 11/30/2026

Final Catalog Award Report for Food Service Equipment, Supplies and Appliances, No. 789-25

5. Discount (%) off catalog/pricelist for **Cabinets, Counters, Shelving, Sinks, and Tables.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
A-Tex Restaurant Supply, Inc.	JOHN BOOS price list	50%	No
Robert Contreras dba A+ Fabrication	JOHN BOOS price list	50%	No
Kesco Supply, Inc.	JOHN BOOS price list	35%	No
TriMark USA, LLC	Kintera price list	0%	Yes
TriMark USA, LLC	Krowne price list	55%	Yes
TriMark USA, LLC	Lakeside price list	56%	Yes
Pasco Brokerage, Inc.	Low Temp Industries price list	46%	Yes
11400 LLC	Marketplace Catalog	10%	No
Metadil USA Corporation dba Metadil USA	Metadil price list	10%	No
Terry Woodard Enterprise Inc. dba Kommercial Kitchens	Metro price list	56%	Yes
Shepherd Food Equipment	Metro price list	50%	Yes
Mity-Lite	MityLite price list (60.20%- 61.20%)	60%	No
Bargreen Ellingson Inc.	NBR price list	50%	Yes
TriMark USA, LLC	New Age price list	54%	Yes
Shepherd Food Equipment	New Age price list	10%	Yes
Palmer Hamilton LLC dba Palmer Hamilton	Palmer Hamilton price list	30%	Yes
TriMark USA, LLC	Perlick price list	54%	Yes
TriMark USA, LLC	Piper price list	50%	Yes
Gator Chef Inc.	Power-Soak price list	23%	Yes
Terry Woodard Enterprise Inc. dba Kommercial Kitchens	Quantum price list	62%	Yes
Pasco Brokerage, Inc.	Randell price list	52%	Yes
Gator Chef Inc.	Randell price list	51%	Yes

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. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 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 BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance.*

Should the Department receive notice that BuyBoard its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard's competitive bid process approval will subject to immediate revocation by the Department.

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 16, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2026 Ford F150 XLT 4WD Hybrid Supercrew pickup truck for Gulf Coast Technology Center

Amount of Contract:
$57,819.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260609 Stivers Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 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 toStivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2026 Ford F150 XLT 4WD Hybrid Supercrew pickup truck for Gulf Coast Technology Center
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $57,819.00

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: 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
12646	2026	(2050) FLEET MANAGEMENT – GARAGE	ONE 2026 FORD F150 XLT 4WD HYBRID SUPERCREW PICKUP TRUCK FOR GULF COAST TECHNOLOGY CENTER	$57,819.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012646-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.30.15.1502.1502.1502.0000.0000.44020. Review: Buyer: 9105paij Status: Approved Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 FORD F150 XLT 4WD SUPERCREW PICKUP AS FOLLOWS: ENGINE: 3.5L POWERBOOST FULL-HYBRID V6, INCLUD PRO PWER ONBOARD 2.4KW AND REMOVES 36 GALLON FUEL TANK, GVWR: 7,400 LBS PAYLOAD PACKAGE, ELECTRONIC LOCKING W/3.73 AXLE RATIO TRANSMISSION: HYBRID ELECTRONIC 10-SPEED AUTOMATIC TIRES: 275/65R18 BSW A/T, (STD) PRIMARY PAINT: CARBONIZED GRAY METALLIC SEAT TYPE: BLACK W/MEDIUM DARK SLATE, CLOTH 40/CONSOLE/40 FRONT SEATS AXLE RATIO: MAX TOW ELECTRONIC LOCKING W/3.73 AXLE RATION ADDITIONAL EQUIPMENT: MOBILE OFFICE PACKAGE INCLUDES: PARTITIONED LOCKABLE REAR STORAGE, CONSOLE WORKSURFACE, CLOTH 40/CONSOLE/40 FRONT SEATS;BED UTILITY PACKAGE, INCLUDES LED BOX LIGHTING, BED STORAGE BOXES, TAILGATE STEP W/WORK SURFACE, 4 PICKUP BOX TIE-DOWN PLATES; TOW/HAUL PACKAGE, INCLUDES INTEGRATED TRAILER BRAKE CONTROLLER; GVWR:7,400 LBS PAYLOAD PACKAGE; FRONT LICENSE PLATE BRACKET, INCLUDES STANDARD IN STATES WHERE REQUIRED BY LAW,	1.00 EACH	57479.00000	57479.00

Bill To	Requisition 00012646-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.44020.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

OPTIONAL TO ALL OTHERS; TOUGH BED SPRAY-IN BEDLINER; AMBER/WHITE STROBE COLOR LED WARNING BEACONS, INCLUDES BY SOUND OFF SIGNAL, CENTER HIGH MOUNTED STOP LIGHT BAR AND 2 ROOF MOUNTED BEACONS THAT PROVIDE 360 DEGREE VISIBILITY; CLOTH 40/CONSOLE/40 FRONT SEATS; BLACK VINYL FLOORING; HARD FOLDING TONNEAU PICKUP BOX COVER; PRO POWER ONBOARD-7.2KW; INCLUDES ONE ADDITIONAL KEY OPTION PACKAGE: EQUIPMENT GROUP 301A STANDARD, INCLUDES WRAPPED STEERING WHEEL, DUAL-ZONE ELECTRONIC AUTOMATIC TEMPERATURE CONTROL (DEATC) AS PER STATE OF ALABAMA CONTRACT T-191, MA-22000003128-15 AND YOUR QUOTE ORDER QUOTE W901/J4

Additional Description Notes

2026 FORD F150 XLT 4WD SUPERCREW PICKUP AS FOLLOWS:

ENGINE: 3.5L POWERBOOST FULL-HYBRID V6, INCLUD PRO PWER ONBOARD 2.4KW AND REMOVES 36 GALLON FUEL TANK, GVWR: 7,400 LBS PAYLOAD PACKAGE, ELECTRONIC LOCKING W/3.73 AXLE RATIO

TRANSMISSION: HYBRID ELECTRONIC 10-SPEED AUTOMATIC

TIRES: 275/65R18 BSW A/T, (STD)

Bill To	Requisition 00012646-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.30.15.1502.1502.1502.0000.0000.44020. Review: Buyer: 9105paij Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	PRIMARY PAINT: CARBONIZED GRAY METALLIC SEAT TYPE: BLACK W/MEDIUM DARK SLATE, CLOTH 40/CONSOLE/40 FRONT SEATS AXLE RATIO: MAX TOW ELECTRONIC LOCKING W/3.73 AXLE RATION ADDITIONAL EQUIPMENT: MOBILE OFFICE PACKAGE INCLUDES: PARTITIONED LOCKABLE REAR STORAGE, CONSOLE WORKSURFACE, CLOTH 40/CONSOLE/40 FRONT SEATS;BED UTILITY PACKAGE, INCLUDES LED BOX LIGHTING, BED STORAGE BOXES, TAILGATE STEP W/WORK SURFACE, 4 PICKUP BOX TIE-DOWN PLATES; TOW/HAUL PACKAGE, INCLUDES INTEGRATED TRAILER BRAKE CONTROLLER; GVWR:7,400 LBS PAYLOAD PACKAGE; FRONT LICENSE PLATE BRACKET, INCLUDES STANDARD IN STATES WHERE REQUIRED BY LAW, OPTIONAL TO ALL OTHERS; TOUGH BED SPRAY-IN BEDLINER; AMBER/WHITE STROBE COLOR LED WARNING BEACONS, INCLUDES BY SOUND OFF SIGNAL, CENTER HIGH MOUNTED STOP LIGHT BAR AND 2 ROOF MOUNTED BEACONS THAT PROVIDE 360 DEGREE VISIBILITY; CLOTH 40/CONSOLE/40 FRONT SEATS; BLACK VINYL FLOORING; HARD FOLDING TONNEAU PICKUP BOX COVER; PRO POWER ONBOARD-7.2KW; INCLUDES ONE ADDITIONAL KEY OPTION PACKAGE: EQUIPMENT GROUP 301A STANDARD, INCLUDES WRAPPED STEERING WHEEL, DUAL-ZONE ELECTRONIC AUTOMATIC TEMPERATURE CONTROL (DEATC) AS REQUESTED BY 1502-GULF COAST TECHNOLOGY CENTER			
1	1000.30.15.1502.1502.1502.0000.0000.44020.			57479.00

Bill To	Requisition 00012646-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.44020.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	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			
002	DELIVERY TO MOBILE AS PER STATE OF ALABAMA CONTRACT T-191, MA-22000003128-15 AND YOUR QUOTE	170.00 EACH	2.00000	340.00
1	1000.30.15.1502.1502.1502.0000.0000.44020.			340.00
	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			

Bill To	Requisition 00012646-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.44020.
MOBILE, AL	Review:
36604	Buyer: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 5

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			57819.00

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.44020.	57819.00	616745.83
GULF COAST TECHNOLOGY CENTER OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	05/18/26	JASON SMITH	Reviewed and Approved
Approved	05/18/26	CURTIS GRAVES	Auto approved by: 910520680
Approved	06/09/26	DONALD ROSE	Auto approved by: 9105paij
Approved	06/09/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/09/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/09/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/09/26	JAMES NEESE	Auto approved by: 9105paij
Approved	06/09/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	06/09/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	06/09/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/09/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Public Comments
Provides current model year non-alternative fuel Ford fleet vehicles, including SUVs, passenger vans, cargo vans, light-duty and heavy-duty trucks (F-150, F-250, F-350 series), and factory-installed options.

Contact Information

Contract Responsible

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

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Shana	Smith	shana@stiversonline.com	334613-5000
Scott	DuBose	sdubose@stiversonline.com	334-613-5000
David	Maddox	dmaddox@stiversonline.com	833-317-3566

3 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2027

Documents

- Stivers Ford Disclosure and E Verify.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Items

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	37,525.00	Each
Ford Maverick	220000003128-6	27,022.00	Each
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,355.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,605.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,049.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each

Item Name	Product Code		UOM
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Stryker Sales LLC for 3 year service plan for 42 Lund University Cardiopulmonary Assist System (LUCAS) devices for MFRD.

Amount of Contract:
$43,763.30

Funding Source
General fund. EMS expens

ATTACHMENTS:
1. 20260609 Stryker Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 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 Stryker Sales LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Stryker Sales LLC for 3 year service plan for 42 Lund University Cardiopulmonary Assist System (LUCAS) devices for MFRD.
General fund. EMS expense.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $43,763.30

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
11566	2026	(1510) FIRE ADMINISTRATION	THREE-YEAR SERVICE PLAN FOR 42 LUND UNIVERSITY CARDIOPULMONARY ASSIST SYSTEM (LUCAS) DEVICES FOR MFRD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$43,763.30	(295166) STRYKER SALES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00011566-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
STRYKER SALES CORPORATION	FIRE CENTRAL SUPPLY
3800 E CENTRE AVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
PORTAGE, MI 49002	RICHARDSONV@CITYOFMOBILE.ORG
Tel#800-787-9537	Delivery Reference
Fax 269-216-4702	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/26	295166				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE 11275574			
	PROFESSIONAL SERVICE			
	REF: SOURCEWELL CONTRACT 041823-STY			
001	MAINTENANCE, 1 YR,INSTALLMENT, PRO-RATED PROCARE-SVC-LUCAS-FIELD-REPAIR v Parts, Labor, Travel v Preventative Maintenance v Batteries Service, PER QUOTE 11275574 Vendor Item	42.00 EACH	1041.98333	43763.30
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			43763.30
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00011566-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
STRYKER SALES CORPORATION	FIRE CENTRAL SUPPLY
3800 E CENTRE AVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
PORTAGE, MI 49002	RICHARDSONV@CITYOFMOBILE.ORG
Tel#800-787-9537	Delivery Reference
Fax 269-216-4702	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/26	295166				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 43763.30

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	43763.30	2639490.24
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	06/08/26	DONALD ROSE	Auto approved by: 910521901
Approved	06/08/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	06/08/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	06/08/26	SAMANTHA COOLEY	Auto approved by: 910521901
Approved	06/08/26	JAMES NEESE	Auto approved by: 910521901
Approved	06/08/26	PATRICIA KENNEDY-JONES	
Approved	06/08/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	06/08/26	ANNE FOLEY	Auto approved by: 910521901
Approved	06/08/26	JOHN PAINE	Auto approved by: 910521901

Authorized By: _____ Date: _____
Signature

Stryker

EMS equipment

#041823-STY
Maturity Date: 6/30/2027

Sourcewell
Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Documents

Contract Documentation

- Contract

Competitive Solicitation Documentation

- Request for Proposal (RFP)
- Proof of Publication
- Proposal Opening Record
- Proposal Evaluation
- Comment & Review
- Board Resolutions

Pricing Documentation

Information in this file is subject to change

- Contract 041823-STY-Price Information

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

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

© 2023 Sourcewell. All rights reserved.

Stryker #041823-STY

Pricing for contract #041823-STY offers Sourcewell participating agencies the following discounts:

Sourcewell	
Category	**Discount**
Acute Care	
**Applies only to products listed on Acute Care tab*	13%
Transport	
Power Pro 2	5%
Power Load	5%
Xpedition	5%
Other Capital:	5%
Performance Load, Stair Chair, Evac Chair	
Accessories & Parts	13%
Treatment	
LIFEPAK 35	5%
LIFEPAK 15	5%
LUCAS	5%
LIFEPAK CR2	27%
LIFEPAK 1000	28%
Heartsine	40%
Accessories*	15%-20%
Disposables*	15%-30%
Video Laryngoscope	17%
Modem / Modem Data plan	10%
Data	
Lifenet	10%
CODE STAT	10%
Lifelink Central	10%
ProCare (All)	**15%**
**See latest version of separately furnished Itemized Price List*	

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 16, 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 one Honeywell Posi 3 self-contained breathing-apparatus test machine for MFRD.

Amount of Contract:
$25,011.88

Funding Source
General fund

ATTACHMENTS:
1. 20260610 Sunbelt Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 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 one Honeywell Posi 3 self-contained breathing-apparatus test machine for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $25,011.88

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
12799	2026	(1510) FIRE ADMINISTRATION	ONE HONEYWELL POSI 3 SELF-CONTAINED BREATHING-APPARATUS TEST MACHINE FOR MFRD (PRICE BELOW BID REQUIREMENT)	$25,011.88	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00012799-00 FY 2026
ACCOUNTS PAYABLE	
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: 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.GOV
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 YOUR QUOTE: Q-47678			
001	POSI3 - POSI 3 USB, AMERICAN	1.00 EACH	24500.00000	24500.00
	1 1000.30.15.1510.1510.1510.0000.0000.42150.			24500.00
	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	MSA10163472; HOSE ASSY, MP, FLOW TEST G1 PER QUOTE: Q-47678. Vendor Item	1.00 EACH	511.88000	511.88
	1 1000.30.15.1510.1510.1510.0000.0000.42150.			511.88

Bill To	Requisition 00012799-00 FY 2026
ACCOUNTS PAYABLE	
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: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.GOV
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

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 25011.88

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.42150.		
	25011.88	1462780.12
FIRE ADMINISTRATION EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
CCancelled	06/09/26	PATRICIA KENNEDY-JONES	Requisition item removed chang
Approved	06/09/26	DONALD ROSE	Auto approved by: 910521901
Approved	06/09/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	06/09/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	06/09/26	MARYLYN BUSCHELL	Auto approved by: 910521901
Approved	06/09/26	JAMES NEESE	Auto approved by: 910521901
Approved	06/09/26	PATRICIA KENNEDY-JONES	

Bill To	Requisition 00012799-00 FY 2026
ACCOUNTS PAYABLE	
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: 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.GOV
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
	Approved	06/09/26	REBECCA CRUMPLER		Auto approved by: 910521901	
	Approved	06/09/26	ANNE FOLEY		Auto approved by: 910521901	
	Approved	06/09/26	JOHN PAINE		Auto approved by: 910521901	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Technical & Scientific Application, Inc for 21 HP ProDesk SFF G1i desktop computers for Fleet Management - Garage.

Amount of Contract:
$29,589.00

Funding Source
General fund

ATTACHMENTS:
1. 20260608 TSA Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 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 Technical & Scientific Application, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Technical & Scientific Application, Inc for 21 HP ProDesk SFF G1i desktop computers for Fleet Management - Garage.
General fund and EMS fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,589.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13595	2026	(2050) FLEET MANAGEMENT - GARAGE	21 HP PRODESK 4 SFF G1I DESKTOP COMPUTERS FOR FLEETMANAGEMENT - GARAGE (AL STATE CONTRACT)	$29,589.00	(279402) TECHINCAL & SCIENTIFIC APPLICATION INC

Adopted:

_____
City Clerk

Bill To	Requisition 00013595-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26010188
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.44020.
MOBILE, AL	Review:
36604	Buyer: 9105fola
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 1

Vendor	Ship To
TSA	MUNICIPAL GARAGE ATTN: SEAN
C/O GE COMM DFC	770 GAYLE STREET
3821 LORNA RD STE 100	
STATE VENDOR ID 412032721-01	MOBILE, AL 36604
BIRMINGHAM, AL 35244	IRBY@CITYOFMOBILE.GOV
	Delivery Reference
Tel#281-513-5125	DORIS IRBY
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/08/26	279402				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT #MA2300003893 QUOTE #26-84788			
	*** PURCHASE ORDER NUMBER ***			
	***MUST BE ON OUTSIDE OF BOX ***			
001	HP SMARTBUY ProDesk 4 SFF G1i U7265 16GB/512 PC Intel Core Ultra7 265 512GB SSD DESKTOP #1 MAKE: ProDesk 4 SFF SKU: BH9F1UT PER YOUR QUOTE #26-84788 NETWORK: WIRED ETHERNET CONNECTION WARRANTY: 3 YEAR PER STATE OF ALABAMA CONTRACT #MA2300003893 QUOTE #26-84788	21.00 EACH	1409.00000	29589.00
1	1000.40.20.2070.2050.2070.0000.0000.44020.			29589.00

Ship To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DORIS IRBY

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00013595-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26010188
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.44020.
MOBILE, AL	Review:
36604	Buyer: 9105fola
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 2

Vendor	Ship To
TSA	MUNICIPAL GARAGE ATTN: SEAN
C/O GE COMM DFC	770 GAYLE STREET
3821 LORNA RD STE 100	
STATE VENDOR ID 412032721-01	MOBILE, AL 36604
BIRMINGHAM, AL 35244	IRBY@CITYOFMOBILE.GOV
Tel#281-513-5125	Delivery Reference
	DORIS IRBY
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/08/26	279402				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			29589.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.44020.	29589.00	4085790.70
FLEET MANAGEMENT EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Forward	06/08/26	MATTHEW ANDERSON	Automatic Forward to 910510856
Approved	06/08/26	DWIGHT D AUSTIN	
Approved	06/08/26	SHONNDA SMITH	Auto approved by: 910510856
Approved	06/08/26	CHERI BOUCHER	Auto approved by: 910510856
Approved	06/08/26	DONALD ROSE	Auto approved by: 9105fola
Approved	06/08/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	06/08/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	06/08/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	06/08/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	06/08/26	JAMES NEESE	Auto approved by: 9105fola
Approved	06/08/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	06/08/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	06/08/26	ANNE FOLEY	
Approved	06/08/26	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
HP Inc. Products and Services (PCs and Accessories)

Type
Master Agreement

Supplier
TSA, INC.

Contract Code
MA230000003893

Linked Solicitation
HP Inc. Products and Services

Sourcing Number
SRC0000013793

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@procurement.alabama.gov	334-242-4667

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Darryl	Box	darryl.box@tsa.com	713-935-1518
Curtis	Churchwell	curtis.churchwell@tsa.com	205-901-4642

2 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
3/29/2023

End Date
3/28/2027

Documents

Items

- RFB Standard Boilerplate udated 11.21.2022.pdf
- MA additional terms and conditions.pdf
- MA230000003893_Master_agreement_V2.pdf
- HP PC Terms and Conditions.pdf
- HP PC specifications.pdf
- HP Inc Executive Summary.docx

Item Name	Product Code		UOM
HP Inc. OEM Personal Computers - Discount: 32%	230000003893-1	0.00	Each
HP Inc. OEM Monitors - Discount: 26%	230000003893-2	0.00	Each
Manufacturer Compatible Accessories - Discount: 4%	230000003893-3	0.00	Each
SMARTBUYS: HP Inc. OEM Personal Computers	230000003893-5	0.00	Each
SMARTBUYS: HP Inc. OEM Monitors	230000003893-6	0.00	Each
SMARTBUYS: Manufacturer Compatible Accessories	230000003893-7	0.00	Each
Technical Services - Discount: 36%	230000003893-04	0.00	Each

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 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 Inc for 400 STOP street signs for Traffic Engineering.

Amount of Contract:
$19,800.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260610 Vulcan Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 16 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 Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Vulcan Inc for 400 STOP street signs for Traffic Engineering.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $19,800.00

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: Mobile County cooperative bid 89-25

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

How many bidders submitted bids (if applicable): na

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

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
13435	2026	(2060) TRAFFIC ENGINEERING	400 STOP ALUMINUM STREET SIGNS FOR TRAFFIC ENGINEERING (MOBILE COUNTY COOPERATIVE BID 89-25)	$19,800.00	(270972) VULCAN INC

Adopted:

_____

City Clerk

Bill To	Requisition 00013435-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.GOV Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/26	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER YOUR BID 89-25 SHARED BY MOBILE COUNTY AND CITY OF MOBILE			
001	R1-1 STOP TYPE XI 30" X 30"	200.00 EACH	40.57000	8114.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			8114.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	R1-1 STOP TYPE XI 36" X 36"	200.00 EACH	58.43000	11686.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			11686.00

Bill To	Requisition 00013435-00 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 INC	TRAFFIC ENGINEERING
VULCAN SIGNS	852 GAYLE STREET
P O BOX 1850	
	MOBILE, AL 36604
FOLEY, AL 36536-1850	JOANNA.ARNETT@CITYOFMOBILE.GOV
Tel#800-633-6845	
Fax 251-943-1544	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/26	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 19800.00

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	19800.00	84109.67
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	06/09/26	DONALD ROSE	Auto approved by: 910518227
Approved	06/09/26	SANDRA LEWIS	
Approved	06/09/26	STEVEN KRONINGER	Auto approved by: 910518227
Approved	06/09/26	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	06/09/26	MARYLYN BUSCHELL	Auto approved by: 910518227
Approved	06/09/26	JAMES NEESE	Auto approved by: 910518227
Approved	06/09/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518227
Approved	06/09/26	REBECCA CRUMPLER	Auto approved by: 910518227
Approved	06/09/26	ANNE FOLEY	Auto approved by: 910518227

Bill To	Requisition 00013435-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
VULCAN INC
VULCAN SIGNS
P O BOX 1850

FOLEY, AL 36536-1850

Tel#800-633-6845
Fax 251-943-1544

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.GOV

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/04/26	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 06/09/26 JOHN PAINE		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

MOBILE COUNTY COMMISSION

COUNTY COMMISSIONERS
MERCERIA LUDGOOD, PRESIDENT
CONNIE HUDSON, COMMISSIONER
RANDALL DUEITT, COMMISSIONER
TELEPHONE (251) 574-5077

ADMINISTRATION
E. EDWIN "EDDIE" KERR
COUNTY ADMINISTRATOR
ASPEN COLLINS
DEPUTY COUNTY ADMINISTRATOR
RICHARD A. MITCHELL, P.E.
DEPUTY COUNTY ADMINISTRATOR
TELEPHONE (251) 574-5073
FAX (251) 574-5080

July 16, 2025

VULCAN INC d/b/a VULCAN SIGNS
ATTN: DAVID B. BEVIACQUA
PO BOX 1850
FOLEY, AL 36536

Dear Mr. Beviacqua,

On July 16, 2025, Mobile County Commission awarded Bid #89-25 to your company for Annual Traffic Sign Material Bid for Mobile County Public Works

Thank you for your response to our bid invitation. You will receive purchase orders as needed.

Your bid prices are to remain firm for the bid term which expires on September 30, 2026.

Sincerely,

Val Rogers

Natalie "Val" Rogers
Buyer III
Mobile County Commission
South Tower, 8th Floor
205 Government Street
Mobile, Alabama 36644
251 574-5085

award 7/16/25

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025 BID 89-25

line item 1
line item 2

DESCRIPTION	VULCAN INC. DBA VULCAN ALUMINUM DBA VULCAN SIGNS
R1-1 STOP TYPE XI 30" X 30"	~~$40.57~~
R1-1 STOP TYPE XI 36" X 36"	$58.43
R1-1 STOP TYPE XI 48" X 48"	$108.60
R-1-2 YIELD TYPE XI 30"X30"X30"	$23.20
R-1-2 YIELD TYPE XI 36"X36"X36"	$30.74
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 18"X6"	$6.97
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 36"X12"	$16.16
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X18"	$16.16
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X24"	$21.54
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X30"	$26.93
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X36"	$32.32
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 24"X36"	$39.37
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 30"X30"	$33.66
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 30"X30"	$41.02
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 30"X36"	$40.40
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 30"X36"	$49.22
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 36"X36"	$59.06
R SERIES SPEED & MOVEMENT TYPE IV 3 COLORS 30"X30"	$34.37
R SERIES SPEED & MOVEMENT TYPE XI 3 COLORS 30"X30"	$41.58
R SERIES SPEED & MOVEMENT TYPE IV 3 COLORS 24"X30"	$27.49
R SERIES SPEED & MOVEMENT TYPE XI 3 COLORS 24"X30"	$33.26

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025 BID 89-25

R SERIES SPEED & MOVEMENT TYPE IX 3 COLORS 36"X36"	$59.87
R SERIES SPEED & MOVEMENT TYPE IX 4 COLORS 30"X30"	$41.58
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X6"	$5.02
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X6" .63 THICK	$4.37
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X18"	$9.87
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X18" .63 THICK	$8.47
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X24" .63 THICK	$10.67
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 24"X30"	$26.93
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS .63 THICK 12"X18"	$9.16
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 12"X18"	$10.65
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS"MARDI GRAS .63 THICK 12"X24"	$11.35
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 24"X24"	$21.99
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 24"X30"	$27.49
M, D & I SERIES GUIDE 2 COLORS TYPE IV 21"X15"	$13.35
M, D & I SERIES GUIDE 2 COLORS TYPE IV 24"X6"	$5.77
M, D & I SERIES GUIDE 2 COLORS TYPE IV 24"X30"	$26.93
M, D & I SERIES GUIDE 2 COLORS TYPE IV 30"X36"	$40.40
M, D & I SERIES GUIDE 2 COLORS TYPE IV 48"X30"	$53.87
M, D & I SERIES GUIDE 2 COLORS TYPE IV 60"X30"	$67.34
M, D & I SERIES GUIDE 2 COLORS TYPE IV 72"X36"	$96.96

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025 BID 89-25

N-W CRIME STOPPER 3 COLORS TYPE IV 18"X24"	$21.61
CD-1 EVACUATION RT 2 COLORS TYPE IV 18"DIAMETER	$14.95
CD-1-R EVACUATION RT 2 COLORS TYPE IV 18" DIAMETER	$14.95
CD-1-L EVACUATION RT 2 COLORS TYPE IV 18" DIAMETER	$14.95
CD-1-STR EVACUATION RT 2 COLORS TYPE IV 18"	$14.95
C-2 DRUG FREE SCHOOL ZONE 2 COLORS TYPE 14 18"X12"	$11.23
CV-28 B ADOPT A MILE 2 COLORS TYPE IV 24"X18"	$21.61
CV-28 NEIGHBORHOOD WATCH 3 COLORS TYPE IV 18"X12"	$11.23
CV-28 NEIGHBORHOOD WATCH 3 COLORS TYPE IV 18"X12" .63 THICK	$11.84
SPECIAL SCHOOL SIGN 3 COLORS TYPE XIFYG 96"X96"	$540.51
W-SERIES WARNING 2 COLORS TYPE IV 30"X30"	$33.66
W-SERIES WARNING 2 COLORS TYPE XI 30"X30"	$41.02
W-SERIES WARNING 2 COLORS TYPE IV 36"X18"	$24.24
W-SERIES WARNING 2 COLORS TYPE XI 36"X18"	$29.53
W-SERIES WARNING 2 COLORS TYPE IV 36"X36"	$48.48
W-SERIES WARNING 2 COLORS TYPE XIFY 36"X36"	$59.06
W-SERIES WARNING 2 COLORS TYPE XIFY 48"X24"	$52.50
W-SERIES WARNING 2 COLORS TYPE IV 18"X18"	$12.56
W-SERIES WARNING 2 COLORS TYPE IV 18"X24"	$16.16
W-SERIES WARNING 2 COLORS TYPE IV 24"X24"	$21.54
W-SERIES WARNING 2 COLORS TYPE XIFY 24"X24"	$26.25
W-SERIES WARNING 2 COLORS TYPE XIFY 36"X12"	$19.68

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025 BID 89-25

W-SERIES WARNING 2 COLORS TYPE IV 36" DIA	$46.13
W-SERIES WARNING 2 COLORS TYPE XIFY 36" DIA	$56.77
W-SERIES WARNING 2 COLORS TYPE IV 36"X48"X48"	$42.57
W-SERIES WARNING 3 COLORS TYPE IV 36"X36"	$59.87
W-SERIES WARNING 4 COLORS TYPE VIIIFY 36"X36"	$60.17
W-SERIES WARNING 2 COLORS TYPE VIIIFY 36"X36"	$59.06
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 30"X30"	$41.02
W-SERIES WORK AREA WARNING 2 COLORS TYPE IV 60"X36"	$80.80
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X36"	$98.44
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X30"	$82.04
W-SERIES WORK AREA WARNING 2 COLORS TYPE IV 60"X24"	$53.87
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X24"	$65.63
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X48"	$105.01
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X30"	$65.63
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 36"X18"	$29.53
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 24"X12"	$14.28
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 24"X18"	$19.68
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 30"X24"	$32.81
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X18"	$39.37
W1-8 CHEVRON ALIGNMENT 2 COLOR TYPE XIFY 24"X30"	$32.81
W1-8 CHEVRON ALIGNMENT 2 COLOR TYPE XIFY 30"X36"	$49.22
S-SCHOOL AREA 2 COLORS TYPE XIFYG 36"X36"	$59.06
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X30"	$32.81

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025 BID 89-25

S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X8"	$10.25
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X10"	$12.01
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X48"	$52.50
TYPE I OBJECT MARKERS 18"X18" TYPE IV W/9 REFLECTORS	$42.00
TYPE II OBJECT MARKERS 6"X12" TYPE IV WO/REFLECTORS	$4.68
TYPE III OBJECT MARKERS 12"X36" TYPE XIFY 2 COLORS W/4"DIAGONAL STRIPES	$19.68
TYPE III BARRICADE PANEL 96"X10" TYPE XIFO W/6" DIAGONAL STRIPES	$43.74
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X48"	$94.75
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X48" .10 THICK	$67.53
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X60"	$118.44
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X60" .10 THICK	$84.42
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X72"	$142.12
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X72" .10 THICK	$101.30
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X96"	$189.50
D-3 STREET NAME 2 COLOR TYPE XI 12"X96" .10 THICK	$135.07
D-3 STREET NAME 1 COLOR TYPE XI 42"X9"	$41.17
D-3 STREET NAME 1 COLOR TYPE XI 42"X9" .10 THICK	$46.62
D-3 STREET NAME 1 COLOR TYPE XI 36"X8"	$31.96
D-3 STREET NAME 1 COLOR TYPE XI 36"X9"	$34.84
D-3 STREET NAME 1 COLOR TYPE XI 36"X9" .10 THICK	$36.55

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025 BID 89-25

D-3 STREET NAME 1 COLOR TYPE XI 30"X8"	$26.65
D-3 STREET NAME 1 COLOR TYPE XI 30"X9"	$29.07
D-3 STREET NAME 1 COLOR TYPE XI 30"X9" .10 THICK	$31.45
D-3 STREET NAME 1 COLOR TYPE XI 24"X8"	$21.59
D-3 STREET NAME 1 COLOR TYPE XI 24"X9"	$24.15
D-3 STREET NAME 1 COLOR TYPE XI 48"X9"	$46.18
W14-1P DEAD END 2 COLORS TYPE IV 36"X8"	$14.05
W14-1P DEAD END 2 COLORS TYPE IV 36"X12"	$16.16
R6-1 ONE WAY 2 COLORS TYPE IV 36"X12"ONE LEFT ARROW & ONE RIGHT ARROW ON OPPOSITE SIDES	$16.16
W14-2P NO OUTLET 2 COLORS TYPE IV 36"X8"	$14.05
W14-2P NO OUTLET 2 COLORS TYPE IV 36"X12"	$16.16
BLANK 4'X18"(NO HOLES)	$2.93
4"X24"(NO HOLES)	$3.50
4"X30"(NO HOLES)	$4.27
4"X36"(NO HOLES)	$5.00
6"X12"	$3.70
8"X18"	$4.70
8"X24"	$5.78
8"X30"	$7.19
8"X36"	$8.55
9"X12"	$4.62
9"X18"	$5.04
9"X24"	$6.21
9"X30"	$7.74
9"X36"	$9.24
10"X18"	$5.51
10"X24"	$6.79
10"X30"	$8.37
10"X36"	$9.99
10"X96"	$25.26
12"x18"	$5.50
12"x24"	$6.78

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025 BID 89-25

12"x30"	$8.70
12"x36"	$11.25
12"x48"	$14.10
12"x72"	$21.24
12"x96"	$27.81
18"x18" NO HOLES	$7.95
18"X18" DIAMOND W/9 HOLES	$7.95
18"X24"	$10.17
18"X30"	$13.04
18"X36"	$16.40
18"X48"	$20.68
18"X60"	$26.66
18"X72"	$31.81
18"X96"	$42.10
24"X24"	$13.55
24"X30"	$17.39
24"X36"	$21.54
24"X48"	$27.25
24"X60"	$33.79
24"X96"	$53.52
30"X30"	$21.73
30"X36"	$26.70
30"X48"	$33.83
30"X60"	$43.16
30"X96"	$68.48
36"X36"	$31.85
36"X42"	$37.00
36"X48"	$40.41
36"X60"	$52.45
36"X72"	$62.75
36"X96"	$83.35
48"X48"	$53.57
48"X60"	$66.72
48"X72"	$79.88
48"X96"	$106.19
CANTILEVER FOR 14 2 A FLAT BLADES POWDER COATED BLACK	$29.50
CANTILEVER FOR 14 2 A FLAT BLADES	$14.50
CANTILEVER FOR 14 2 A FLAT BLADES/BOLT THRU SECURITY	$14.50
CANTILEVER FOR 24" FLAT BLADES	$42.50
CANTILEVER FOR 24" FLAT BLADES POWDER COATED BLACK	$42.50
CHEVRON BRACKETS	

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025 BID 89-25

ADJ 24"X30"	$55.00
ADJ 30"X36"	$62.10
STREET SIGN BRACKETS	
#457 UNIVERSAL BRACKET	$7.55
12" ADJ CROSS TEE FOR FLAT BLADE STREET SIGNS	$28.55
12" ADJ CAP FOR U-CHANNEL POST	$27.55
VS-7 CROSS 6" BLADE HOLDER BOLT THRU BRACKET W/BHP-766 VANDAL PROOF BOLTS	$14.55
VS-12 U-CHANNEL CAP 180°	$14.50
VS-12 U-CHANNEL CAP 90°	$14.50
BHP 76L 5/16" VANDAL PROOF BOLTS/100	$0.50(price for each/100 per box)
BHP 4 TOOL FOR BHP 76L	$14.50
OVERHEAD FOR 3/8" CABLE NO SWING STANDARD MOUNT	$49.00
OVERHEAD VS-SWINGER	$64.90
DECALS	
COUNTY SIGN MAINTENANCE DECAL	$1.40
CITY OF MOBILE MAINTENANCE DECAL	$1.40
ACCESSORIES	
POST COVERS 3"X72" (0.63) TYPE XIF RED	$15.51
POST COVERS 3"X72" (0.63)TYPE XI YELLOW	$15.51
POST COVERS 3"X72"(0.63)FYG	$15.51
POST COVERS 3"X72" (0.63)TYPE IV WHITE	$13.27
SIGN POST S29 SIGNPOST GALVANIZED 3.0LB/FT-10'	$43.50
SIGN POST S30 SIGNPOST GALVANIZED 3.0LB/FT-12'	$52.20
SIGN POST GALVANIZED 2.0LB/FT-8' "U" CHANNEL	$23.20
SIGN POST GALVANIZED 2.0LB/FT-10' "U" CHANNEL	$29.00
SIGN POST GALVANIZED 2.0LB/FT-12' "U" CHANNEL	$34.80
SIGN POST GALVANIZED 2.0LB/FT-14' "U" CHANNEL	$40.60
DELINEATOR-GALVANIZED 1.12LB/FT-6'	$10.97
Electronic Cuttable Film 1170 36"50 Yards	$495.00

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025 BID 89-25

NON PUNCHE	
3924S Fl. Orange DG Shtg 36" 50 YD WORKZONE	$922.50
3924S Fl. Orange DG Shtg 48' 50 YD WORKZONE	$1,230.00
3930 Wht High Intensity 24" 50 YD PRISMATIC	$420.00
3930 Wht High Intensity 30" 50 YD PRISMATIC	$525.00
3930 Wht High Intensity 36" 50 YD PRISMATIC	$630.00
3930 Wht High Intensity 48" 50 YD PRISMATIC	$840.00
3931 Yellow HIP (3930 Series)24" 50 YD	$420.00
3931 Yellow HIP (3930 Series)30" 50 YD	$525.00
3931 Yellow HIP (3930 Series)36" 50 YD	$630.00
3931 Yellow HIP (3930 Series)48" 50 YD	$840.00
3937 Green HIP (3930 Series)24" 50 YD	$420.00
3937 Green HIP (3930 Series)30" 50 YD	$525.00
3937 Green HIP (3930 Series)36" 50 YD	$630.00
3937 Green HIP (3930 Series)48" 50 YD	$840.00
4083 Fluorescent Ylw-Grn DG CUBED REFL 30" 50 YD	$956.25
4083 Fluorescent Ylw-Grn DG CUBED REFL 36" 50 YD	$1,147.50
4083 Fluorescent Ylw-Grn DG CUBED REFL 48" 50 YD	$1,530.00
4084 Fluorescent Orange DG 3 SHTG 36" 50 YD	$1,147.50
4090 White DG Cubed Refl SHTG 24" 50 YD	$765.00
4090 White DG Cubed Refl SHTG 30" 50 YD	$956.25

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025 BID 89-25

4090 White DG Cubed Refl SHTG 36" 50 YD	$1,147.50
4090 White DG Cubed Refl SHTG 48" 50 YD	$1,530.00
4091 Yellow DG Cubed Refl SHTG 24" 50 YD	$765.00
4091 Yellow DG Cubed Refl SHTG 30" 50 YD	$956.25
4091 Yellow DG Cubed Refl SHTG 36" 50 YD	$1,147.50
4091 Yellow DG Cubed Refl SHTG 48" 50 YD	$1,530.00
4097 Green DG Cubed Refl SHTG 36" 50 YD	$1,147.50
4097 Green DG Cubed Refl SHTG 48" 50 YD	$1,530.00
BLACK 7725 SERIES WITH CLEAR BACKING 24" 50YD	$270.00
BLACK 7725 SERIES WITH CLEAR BACKING 30" 50YD	$337.50
BLACK 7725 SERIES WITH CLEAR BACKING 36" 50YD	$405.00
BLACK 7725 SERIES WITH CLEAR BACKING 48" 50YD	$540.00
BLACK 7725 SERIES WITH CLEAR BACKING 60" 50YD	$1,012.50
AVERY BRAND SHEETING HIP	
WHITE T6500 30" 50YD	$525.00
WHITE T6500 36" 50YD	$630.00
WHITE T6500 48" 50YD	$840.00
YELLOW T6501 30" 50YD	$525.00
YELLOW T6501 36" 50YD	$630.00
YELLOW T6501 48" 50YD	$840.00
FL ORANGE T7514 36" 50YD	$1,147.50
FL ORANGE T7514 48" 50YD	$1,530.00
TYPE XI	
WHITE T11500 30" 50YD	$956.25
WHITE T11500 36" 50YD	$1,147.50
WHITE T11500 48" 50YD	$1,530.00
YELLOW T11501 30" 50YD	$956.25
YELLOW T11501 36" 50YD	$1,147.50
YELLOW T11501 48" 50YD	$1,530.00
FL YELLOW GREEN (SCHOOL) T11513 36" 50YD	$1,147.50
LAMINATOR OL1000 30" 50YD	$412.50

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2026:

JULY 2, 2025 BID 89-25

LAMINATOR OL1000 36"		50YD	$495.00
LAMINATOR OL1000 48"		50YD	$660.00
AVERY BRAND WHITE ENGINEER (ENGINEER GRADE NON-PRISMATIC)			
WHITE T-1500	24"	50YD	$390.00
WHITE T-1500	30"	50YD	$487.50
WHITE T-1500	36"	50YD	$585.00
WHITE T-1500	48"	50YD	$780.00
OM2-1V .80X6"X12" TYPE 2 OBJECT MARKER (YELLOW REF)		**EA**	$8.33
SIGN BLANKS			
STOP SIGN BLANKS	30"	EA	$21.03
	36"	EA	$30.42
	48"	EA	$51.35
YIELD SIGN BLANKS	30"	EA	$11.22
	36"	EA	$15.79
BLANK SIGN 42"X9" MIN QTY		20	$11.16

CERTIFIED AS CORRECT BY:

SUSAN HOLLAND CHIEF PROCUREMENT OFFICER

01-004

cc: Bill Metzger
John Windley
Bill Dennany
Nicole Bumgarner
Ricia Rambeau
Richard Higgins
Ray R.

2010

City of Mobile
County of Mobile

Sponsored by: Samuel L. Jones, Mayor

JAN 27 2010

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The City is hereby authorized to enter into joint purchasing agreements with the County for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2009~~10~~.

SAMUEL L. JONES, Mayor

ATTEST:

City Clerk

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The County is hereby authorized to enter into joint purchasing agreements with the City for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own

purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated .

5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This resolution authorizes but does not mandate joint purchasing agreements with the City.

ENTERED INTO, this 11th day of January, 2010.

Mike Dean, President

ATTEST:

John Pafenbach, Administrator

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 2026

Submitted by:
Tiffany Hollins, Accountant III

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To authorize the transfer of $80,000 from Capital Project #C0116 - Capital Improvement Reserve (Fund 2000) to General Fund Account #10043040-42200, Build Mobile - Professional & Technical (Fund 1000). These funds will be used to fund the Planning Next contract and associated scope of work.

Amount of Contract:

Funding Source
Capital Improvement Fund (2000)

ATTACHMENTS:
1. RESOLUTION-CAPITAL TRANSFER C0116 TO GF 10043040-42200- $80,000.00
2. 20260610_152633 (1)

REVIEWERS:
Tiffany Hollins
Donna Bryars
Cherlina Monteiro
James Barber

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 $80,000.00 in Capital Project #C0116 Capital Improvement Reserve in the Capital Improvement Fund (2000) be transferred to General Fund Account #10043040-42200, Build Mobile – Professional & Technical, in the General Fund (1000). These funds will be used to fund the Planning Next contract and associated scope of work, to support long-range planning initiatives.

ADOPTED:

_____

CITY CLERK

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM BUILD MOBILE DEPT. 3040

DATE OF REQUEST: 6/8/2026

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: CW

REQUEST: Please transfer $ 80,000.00

FROM CAPITAL PROJECT#: C0116

CAPITAL PROJECT NAME: CAPITAL IMPROVEMENT RESERVE

DEPT. PROJECT#: n/a

TO GENERAL FUND ACCOUNT#: 1000

ACCOUNT NAME: BUILD MOBILE-PROFESSIONAL & TECHNICAL

ACCT ORG-OBJECT: 10043040-42200

PURPOSE: To fund the Planning Next Contract & associated scope of work.

Shayla Jones Beaco

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

CAPITAL CONTRACT SUMMARY SHEET

C#5814

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Cory Penn, Councilmember
Samantha Ingram, Councilmember, District 2
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Approve contract with Geotechnical Engineering Testing, inc. for engineering testing services.

Amount of Contract:
$37,000.00

Funding Source
C0997

ATTACHMENTS:
1. 2025-3005-11 US Hwy 45 Streetscape Improvements Gloria York to Wilson Ave (Geotechnical Engineering Testing, Inc.)

REVIEWERS:
Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: U.S. Hwy 45 Streetscape Improvements (Gloria York to Wilson Ave) D1-2
COM Project# 2025-3005-11

PROJECT #: C0997 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: $37,000.00

VENDOR NAME: Geotechnical Engineering Testing, Inc.

VENDOR NUMBER: 72600

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X __; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jessica White **Date** 6/9/2026

Revised 3/8/2022 Tiffany Hollins

2026

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Councilmembers Cory Penn and Samantha Ingram

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

That the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Mobile, a contract between the City of Mobile and Geotechnical Engineering Testing, Inc., for services related to testing and evaluating soils and materials in connection with the design and construction of the **U.S. Hwy 45 Streetscape Improvements (Gloria York to Wilson Ave.) (Project No. 2025-3005-11)**, as more fully set forth in the contract attached hereto and made a part hereof by reference. A copy of said contract is on file in the Office of the City Clerk.

Name of Company:	Geotechnical Engineering Testing, Inc.
Project Name:	U.S. Hwy 45 Streetscape Improvements (Gloria York to Wilson Ave.) COM Project # 2025-3005-11
Cost:	$37,000.00

Adopted:

_____

City Clerk

U.S. HWY 45 STREETSCAPE IMPROVEMENTS (GLORIA YORK TO WILSON AVE.)

PROJECT NO. 2025-3005-11

GEOTECHNICAL ENGINEER:

GEOTECHNICAL ENGINEERING TESTING, INC.

STATE OF ALABAMA)

COUNTY OF MOBILE)

CONTRACT

This AGREEMENT made and entered into as of the date of execution by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Geotechnical Engineering-Testing, Inc.** (hereinafter called the "LABORATORY").

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between LABORATORY 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. LABORATORY and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, **Geotechnical Engineering-Testing, Inc.** is uniquely qualified in the business of geotechnical engineering and inspection.

WHEREAS, the City of Mobile desires to engage **Geotechnical Engineering-Testing, Inc.** based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

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

1. DEFINITIONS:

Whenever in this contract, or in any document or in construction operations where this contract applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) **CITY** - City of Mobile, Alabama

(b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

(c) **CONSULTANT** - An engineering company **(Michael Baker International, Inc.)** employed by the CITY to perform professional engineering services for the Project.

(d) **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.

(e) **COUNCIL** - Mobile City Council

(f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the LABORATORY, assigned to make engineering evaluations of soils and materials.

(g) **INSPECTOR** - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

(h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY, to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this Contract.

(i) **PROJECT** - The design and/or improvement of any public sidewalk, street, bridge, drainage facility included in the City of Mobile Improvement Project – **U.S. Hwy 45 Streetscape Improvements (Gloria York to Wilson Ave.),** Project No. – **2025-3005-11.**

(j) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the Project.

(k) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Michael Baker International, Inc.)** to perform engineering services for the PROJECT.

(l) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(m) **TEST** - A procedure necessary or appropriate according to approved LABORATORY testing practices, to determine whether or not the material being tested meets the Project Specifications.

(n) **SOIL MECHANICS TEST** – A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved LABORATORY testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This Contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design of the PROJECT.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

The LABORATORY shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed, educated, and qualified as to any duties assigned by, or the responsibility of, the LABORATORY. The parties agree that throughout the life of the contract that the LABORATORY 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 LABORATORY. 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 LABORATORY 'S technical staff, inspectors, observers, engineers or agents, all acts by the LABORATORY, or LABORATORY 'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the LABORATORY. All engineering and testing services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile during the term of the Contract. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. SOIL TESTS (Prior to Start of Construction):

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The City will furnish blue prints of the plan-profile sheets when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the City Engineer and Consultant showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The Geotechnical and Materials Engineer shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one test for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general, one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals and at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness test which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE-COURSE - Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For embankment and sub-grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts and bridges, and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit "B" attached, where applicable. For bridges, at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration test and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the Geotechnical and Materials Engineer and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the Geotechnical Engineer in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of the Soil Borings and Soil Mechanics Tests; make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26.

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb or gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder test results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one at seven days and two at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the Project.

20. TEST CONCRETE AGGREGATE:

(a) 100 tons or less total requirements; conformity with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Total requirements more than 100 tons; same as (a) except paragraphs 5 & 9 shall be added. If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report test results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by manufacturer at the point of origin. If not feasible to test at origin it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall test all aggregate for Surface Treatment paving prior to use. In general one representative test shall be made for every 100 tons upon notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time to plant during operation and shall sign all load tickets. One extraction and gradation test and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density test shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200 foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline and at other locations directed by the PROJECT ENGINEER. The in place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be

responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

Any language to the contrary in this Agreement notwithstanding, all payments to the LABORATORY for services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the LABORATORY for such work performed shall be compensated at the rates stated in the Fee Schedule 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

After receipt of a NOTICE TO PROCEED from the CITY, the LABORATORY shall perform Design Phase services. Payment for work performed shall not exceed **$37,000.00 (Thirty-Seven Thousand Dollars and Zero Cents)** for all services completed by the LABORATORY and shall be due and payable in monthly installments.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this Contract by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. PROHIBITION OF BOYCOTTING:

By signing this contract, the LABORATORY 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.

29. E-VERIFY:

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.

30. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

1) Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2) Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3) Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

(b) 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 LABORATORY.

2) Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3) General Aggregate Limit shall apply on a "Per Project" Basis.

(c) Automobile Liability Insurance:

1) Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

(d) Excess/Umbrella Liability Insurance

1) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2) Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

(e) Subconsultant Monitoring & Compliance

1) CONSULTANT shall:
   a. Ensure all subconsultants comply fully with insurance obligations equal to or exceeding those required of CONSULTANT.

b. Obtain and verify insurance certificates and endorsements from subconsultants before allowing commencement of work.

c. Actively monitor subconsultant insurance compliance throughout project duration and promptly remedy non-compliance.

d. Upon CITY request, furnish documented evidence of subconsultant compliance, monitoring activities, and corrective actions taken.

2) Non-compliance with insurance requirements constitutes a material breach allowing CITY remedies including withholding payments, suspending services, immediate contract termination for cause, and recovery of costs to cure non-compliance

(f) 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, LABORATORY 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. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(g) Survival

All indemnity obligations and insurance requirements under this CONTRACT shall survive termination or expiration of this CONTRACT and remain enforceable for two years after the last Date of Substantial Completion.

31. ANTI-DISCRIMINATION:

LABORATORY shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all entities performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

32. 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.

33. INDEMNIFICATION:

The LABORATORY 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 LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY 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 LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY 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 LABORATORY to indemnify, hold harmless or defend the CITY except as permissible under §41-9A-3, Code of Alabama (1975) or subsequent codifications thereof.

34. STANDARD OF PERFORMANCE:

LABORATORY shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as

expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

35. 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. LABORATORY shall use TUC as an essential component to project management with the City of Mobile.

36. SOURCE OF FUNDS FOR PAYMENT:

The source of funds for payment by CITY under this contract is City Capital Funding. Said funds are on hand at the time of the execution of this CONTRACT.

37. DEFAULT/ BREACH:

Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the CITY regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the CITY, 8) failure to correct deficiencies after receiving written notice from the CITY, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of CITY property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with CITY inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the CITY to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or

qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

38. EFFECT OF DEFAULT:

Upon the occurrence of default, CITY shall have rights which include but are not limited to (1) the right to keep this CONTRACT in effect and sue CONSULTANT for all damages caused by the default and recover the cost thereof; (2) the right to cure any such default by CONSULTANT and to recover any damages caused thereby; and (3) the right to terminate this CONTRACT either as to the entire PROJECT or part thereof, in either case by giving CONSULTANT written notice of such termination. In the event of termination of this Agreement by the City because of the CONSULTANT's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONSULTANT and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

39. PEER REVIEW/VALUE ENGINEERING:

The CITY reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the PROJECT at any stage. CONSULTANT shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, CONSULTANT shall implement such recommendations as directed by the CITY, subject to equitable adjustments if necessary.

40. TERM OF AGREEMENT

The Services are to be performed beginning as of the date of last execution between the parties and continuing for a period of 3 years. 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.

41. MISCELLANEOUS:

(a) This CONTRACT constitutes the sole and complete understanding between the parties and supersedes all CONTRACTs between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this CONTRACT is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

(b) The language of this CONTRACT shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

(c) The parties hereto do not intend, nor shall this CONTRACT be construed to grant any rights, privileges, or interest to any third party.

(d) Time is of the essence with regard to each and every aspect of the CONSULTANT's performance under this Contract.

(e) The rights and remedies of the City provided for under this CONTRACT are in addition to any other rights and remedies provided by law.

(f) If the CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

(g) The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this CONTRACT or any applicable law.

(h) If any term, condition, or covenant of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this CONTRACT shall be valid and binding on each party.

(i) The parties covenant and agree that each is duly authorized to enter into and perform this CONTRACT and those executing this CONTRACT have all requisite power and authority to bind the parties.

(j) Neither the City's review, approval or acceptance of, nor payment for, the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT.

(k) Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

(l) In the event of conflicts or inconsistencies between the provisions of this CONTRACT and those in any attachment or Exhibit hereto, then the provisions of this CONTRACT will take precedence and be applicable, binding and enforceable.

(m) Preparation of CONTRACT. All provisions of this CONTRACT have been subject to full and careful review by and negotiation between 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 CONTRACT, and in the event this CONTRACT is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this CONTRACT or any portion hereof against either party as the drafter of this CONTRACT.

(n) Entire CONTRACT. This CONTRACT embodies the entire CONTRACT and understanding between the parties pertaining to the subject matter of this CONTRACT, and supersedes all prior CONTRACTs, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter.

(o) Binding Effect. The provisions of this CONTRACT shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

(p) Counterparts. This CONTRACT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single CONTRACT.

(q) Amendment and Waiver. This CONTRACT may be amended, modified, or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this CONTRACT to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this CONTRACT shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this CONTRACT. No waiver by any party of a breach of any provision of this CONTRACT shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

(r) Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the CONSULTANT agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

(s) Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

(t) Sovereign Immunity. Nothing in this CONTRACT shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

(u) NON-ASSIGNMENT. The City and CONSULTANT each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. 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.

(v) This CONTRACT is the final expression of the CONTRACT between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or CONTRACTs. No representations, warranties, or stipulations, either oral or written, are not contained herein.

(w) This CONTRACT constitutes the sole and complete understanding between the parties and supersedes all CONTRACTs between them, whether oral or written

with respect to the subject matter. No Amendment, change or addendum to this CONTRACT is enforceable unless agreed to in writing by both parties and incorporated into this CONTRACT.

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

[SIGNATURES FOLLOW THIS PAGE]

CONSULTANT:

GEOTECHNICAL ENGINEERING-TESTING, INC.

By: _____

Name: Curt Doyle

Title: President

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that CURT DOYLE, whose name as PRESIDENT of **GEOTECHNICAL ENGINEERING-TESTING, INC.** has signed the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this the 4TH day of JUNE, 2026.

(SEAL)

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

_____
Notary Public
My Commission Expires: 8/16/26

CITY:

CITY OF MOBILE, a municipal corporation

By: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____
Lisa Lambert, City Clerk

EXHIBIT 'A'

PROJECT LOCATION

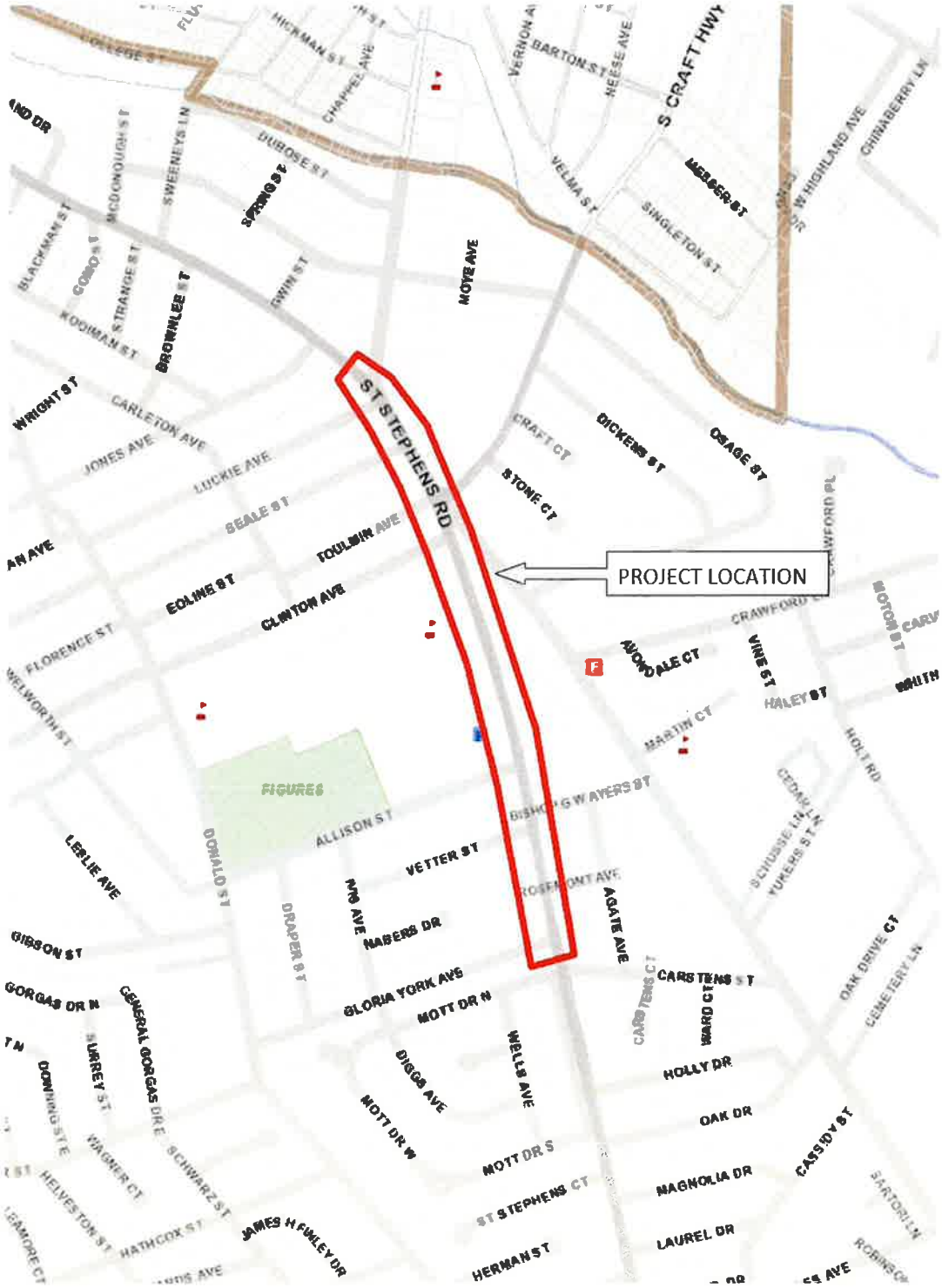


EXHIBIT 'B'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the design of the following project:

U.S. HWY 45 STREETSCAPE IMPROVEMENTS (GLORIA YORK TO WILSON AVE.)

City of Mobile Project No. 2025-3005-11

LABORATORY cost shall not exceed, unless otherwise approved: $ 37,000.00

EXHIBIT 'C'

FEE SCHEDULE , SPECIAL BORINGS AND SOIL MECHANICS TEST PAYMENT, AND SUMMARY OF HOURLY RATES

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2026

FIELD SOILS EXPLORATIONS

1.	Mobilization of Truck Mounted Core Boring Equipment		
	a. Local – Minimum Charge		$500.00
	b. Additional Mobilization – Outside 25 Miles		$4.00/Mile
2.	Mobilization of ATV Mounted Core Boring Equipment		
	a. Local – Minimum Charge		$800.00
	b. Outside 25 Miles		$6.00/Mile
3.	Mobilization of Barge & Core Boring Equipment		Special Quote
4.	Daily Travel of Core Boring Crew B/t Office and Site (Round Trip) (Excluding Mobilization Trip)		$4.00/Mile
5.	Soil Test Borings (ASTM D 1586) with Samples at 5' Intervals Using Mud Rotary – Wash or Continuous Flight Auger Methods		
	a. 0' – 50'		$20.00/LF
	b. 50' – 100'		$24.00/LF
	c. 100' – 150'		$32.00/LF
	d. 150' – 200'		$45.00/LF
	e. 200' +		Special Quote
6.	Soil Test Borings (ASTM D 1586) w/ Hollow Stem Auger		
	0' - 50'		$25.00/LF
7.	1 In or 2 In. PVC Observation Well		
	a. Sealed		Special Quote
	b. Unsealed		$13.00/LF
8.	Boring Abandonment		
	a. Bentonite Chips		$9.00/LF
	b. Bentonite & Cement Slurry		$17.00/LF
9.	SPT Samples Taken in Excess of One per 5 LF		
	a. 0' – 50'		$40.00/Ea
	b. 50' – 100'		$75.00/Ea
	c. 100' +		$125.00/Ea
10.	Rock Coring w/ Soil Boring Operations		$50.00/LF
		OR	$275.00/Hr
11.	Shelby Tube Samples Attempted (ASTM D 1587)		
	a. 0' – 50'		$75.00/Ea
	b. 50' – 100'		$100.00/Ea
	c. 100' +		$160.00/Ea
	d. Shelby Tube Provided to Client		$30.00/Ea
	e. Wax Tube Ends		$40.00/Tube

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2026

12.	Move & Set Up Time - Land (Includes Clearing, Digging Trenches For Leveling Rigs, Moving borings for Impenetrable Objects, Etc.)	$300.00/Hr
13.	Soil Borings, Special Piston Sampling of Soils, And Setting Instrumentation or Monitoring Wells	$350.00/Hr
14.	Water Borne Soil Borings, Special Piston Sampling of Soils Or Setting Special Instrumentation on an Hourly Basis (Barge)	$600.00/Hr
15.	Rental or Cost of Equipment not Normally used for Sampling Operations – Such as Bulldozers, Barges, Tugboats, Instrumentation, Etc.	Cost + 10%
16.	Casing of Borings w/ Pipe (4" OD Casing)	$17.50/LF
17.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	$120.00/Day
18.	Hazardous Materials Protective Clothing and Equipment	Cost + 20%
19.	Vane Shear or Static Cone Testing of Soft Soils W/ Drill Crew and Rig	$300.00/Hr
20.	Field In – Place California Bearing Ratio Test (MIL – STD – 621A)	Special Quote
21.	Plate Bearing Tests (Standard Plate Load Test Performed Near Ground Surface)	Special Quote
22.	Geophysical Surveying – Equipment, Field Engineer and Helper	Special Quote
23.	Hand Auger and Penetrometer Testing (2-Man Crew - Portal to Portal)	$160.00/Hr
24.	Mobilization of Tripod Mounted Core Boring Equipment	$500.00
25.	Borings using Tripod Mounted Equipment	
	a. 3 – Man Crew and Equipment (Portal to Portal)	$300.00/Hr
	b. 4 – Man Crew and Equipment (Portal to Portal)	$350.00/Hr

Note: Field soils exploration services performed with a drill crew are subject to a minimum fee of $2500.00.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2026**

LABORATORY SOIL MECHANICS TESTS

CLASSIFICATION TESTS

1.	Moisture Content Tests and Visual Soil Classification (ASTM D 2216)	$13.00/Ea
2.	Atterberg Liquid and Plastic Limits (ASTM D 4318)	$100.00/Ea
3.	Mechanical Analysis of soils (ASTM D 422) (Sieve Analysis plus Hydrometer Analysis)	$160.00/Ea
4.	Dry Preparation of Soil Samples (ASTM D 421)	$25.00/Ea
5.	Wet Preparation of Soil Samples (ASTM D 421)	$100.00/Ea
6.	Amount of Materials in Soils Finer than #200 Sieve (ASTM D 1140)	$50.00/Ea
7.	Sieve Analysis of Soils (ASTM C 136)	$85.00/Ea
7.	Sieve Analysis of Aggregates (ASTM C 136)	$350.00/Ea
8.	Specific Gravity Test (ASTM D 854)	$125.00/Ea
9.	Organic Content (ASTM D 2974)	$100.00/Ea
10.	Topsoil Test (ALDOT Method)	$200.00/Ea

SHEAR TESTS & DENSITY TESTS

11.	Unconfined Compression Tests & Unit Weight (ASTM D 2166)	$120.00/Ea
12.	Unconsolidated – Undrained Triaxial Compression Test (3 – Points per Test – ASTM D 2850 – Q)	$450.00/Ea
13.	Unconsolidated – Undrained Triaxial Compression Test (2 – Pt)	$300.00/Ea
14.	Unconsolidated – Undrained Triaxial Compression Test (1 – Pt)	$150.00/Ea
15.	Consolidated – Undrained Triaxial Compression Test (3 – Points per Test – EM 1110 – 2 – 1906 – R)	$1350.00/Ea
16.	Consolidated – Undrained Triaxial Compression Test With Pore Pressure Measurements (3 – Pt) (Using Back Pressure Saturation – EM 1110 – 2 – 1906)	$1,650.00/Ea
17.	Moisture Content & Unit Weight	$55.00/Ea
18.	Direct Shear Test	
	a. Quick	$750.00/Ea
	b. Consolidated = Drained	$2000.00/Ea
19.	Remold Sample / Point	$35.00/Pt

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2026

CONSOLIDATION TESTS

20.	Consolidation Tests (ASTM D 2435- Test Method A)		
	a.	Set of One	$750.00/Ea
	b.	Set of Two	$1000.00/Ea
	c.	Set of Three	$1250.00/Ea
	d.	Set of Four	$1500.00/Ea
	e.	Set of Six	$2000.00/Ea
	f.	Set of Eight	$2500.00/Ea
21.	Consolidation Tests (ASTM D 2435- Test Method B)		
	a.	Set of One	$1200.00/Ea
	b.	Set of Two	$1400.00/Ea
	c.	Set of Three	$1600.00/Ea
	d.	Set of Four	$1800.00/Ea
	e.	Set of Six	$2400.00/Ea
	f.	Set of Eight	$2900.00/Ea

LABORATORY DENSITY & CBR TESTS

22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)		
	a.	4" Mold (Method A or B)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$160.00/Ea
		Cohesive Soils (SC, CL, CH)	$200.00/Ea
	b.	6" Mold (Method C)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
		Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)		
	a.	4" Mold (Method A or B)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
		Cohesive Soils (SC, CL, CH)	$275.00/Ea
	b.	6" Mold (Method C)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$250.00/Ea
		Aggregates & Cohesive Soils (SC, CL, CH)	$350.00/Ea
24.	Bulk Specific Gravity/Absorption of Aggregate		$450.00/Ea
25.	Laboratory Vibrated Density		
	a.	Maximum & Minimum (ASTM D 4253 & 4254)	$300.00/Ea
	b.	(ALDOT 140)	$350.00/Ea
26.	Laboratory California Bearing Ratio, CBR, (ASTM D 1883) / Pt		$225.00/Pt
27.	Resilient Modulus, MR		$1000.00/Ea

HYDRAULIC CONDUCTIVITY TESTS

28.	Hydraulic Conductivity Test – Flexible Wall Permeameter Constant Head (EM 1110 – 2 – 1906 – Using Back Pressure Saturation and ASTM D 5084)	$450.00/Ea
29.	Hydraulic Conductivity Test with Rigid Wall Permeameter – Constant Falling Head (ASTM D 2424)	$300.00/Ea

CHEMICAL TESTS

30.	Soil or Water pH (ASTM D 4972 & 6 – 51)	$40.00/Ea
31.	Soil or Water Resistivity (ASTM G 57)	$100.00/Ea

A 10% surcharge will apply to laboratory testing fees for projects where testing is not part of geotechnical investigation and reporting. This fee is to cover general project management and scheduling, laboratory report review, and report distribution.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2026**

CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS

1.	Soil Field Density, Asphalt, & Concrete Testing (Minimum 2 Hours)	
	a. Technician Level I	$60.00/Hr
	b. Technician Level II	$67.50/Hr
	c. Technician Level III	$77.50/Hr
	d. Technician Level IV	$87.50/Hr
	e. Technician Level V	$95.00/Hr
	f. ICC Certified Inspector	$100.00/Hr
	g. Technician Supervisor	$110.00/Hr

Note: Services performed after regular office hours (7:00 – 5:00) will be subject to overtime rates and/or a 4 hour minimum.

2.	Auto Mileage Charge	Federal Rate
3.	Floor Flatness Technician to Rate f-number	Special Quote
4.	Initial Field Curing of Concrete Test Specimens In accordance with ASTM – C-31 (When Requested)	Special Quote
5.	Laboratory Curing & Testing of 4" x 8" Concrete Test Cylinders (Including Mold)	$24.00/Ea
6.	Laboratory Curing "Hold" 4" x 8" Concrete Test Cylinders (Including Mold)	$24.00/Ea
5.	Laboratory Curing & Testing of 6" x 12" Concrete Test Cylinders (Including Mold)	$30.00/Ea
6.	Laboratory Curing "Hold" 6" x 12" Concrete Test Cylinders (Including Mold)	$30.00/Ea
7.	Laboratory Curing, Testing & Reporting Concrete Beam Strengths (Flexural Strength)	$150.00/Ea
8.	Laboratory Curing "Hold" Concrete Beams	$50.00/Ea
9.	Laboratory Curing, Testing and Reporting 4" x 4" x 6" Block Fill	$40.00/Ea
10.	Laboratory Curing "Hold" 4" x 4" x 6" Block Fill	$40.00/Ea
11.	Laboratory Curing, Testing and Reporting 2" x 2" Grout / Mortar Cubes	$30.00/Ea
12.	Laboratory Curing "Hold" 2" x 2" Grout / Mortar Cubes	$30.00/Ea
13.	Compressive Testing Concrete Masonry Prisms	Special Quote
14.	Absorption, Unit Wt., and Compressive Testing Concrete Masonry Block	Special Quote
15.	Preparing (Trim & Cap), Curing, and Testing Drilled Concrete Cores	$100.00/Ea
16.	Gradation Analysis of Aggregates	$350.00/Ea

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2026

17.	Capping of Concrete Test Specimens	$25.00/Ea
18.	Coring of Asphaltic Cement	
	a. Cost of Core Barrel and Machine	$5.00/In/In ($200.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Asphalt	$20.00/Ea
19.	Coring of Concrete	
	a. Cost of Core Barrel and Machine	$8.00/In/In ($250.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Concrete	$40.00/Ea
20.	Thickness and Density Measurements of Drilled Asphalt Cores	$70.00/Ea
21.	ASTM C-33 Tests on Aggregates	Special Quote
22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$160.00/Ea
	Cohesive Soils (SC, CL, CH)	$200.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
	Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
	Cohesive Soils (SC, CL, CH)	$275.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$250.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	$350.00/Ea
24.	Laboratory Vibrated Density	
	b. Maximum & Minimum (ASTM D 4253 & 4254)	$250.00/Ea
	b. (ALDOT 140)	$275.00/Ea
25.	One Point Proctor Verification	
	a. Standard Proctor	$100.00/Pt
	b. Modified Proctor	$150.00/Pt
26.	Soil Classification Test	$200.00/Ea
27.	Pile Load Tests	Special Quote
28.	Work Requiring Fall Protection (In Addition to Personnel Rate)	$40.00/Hr
29.	Paint Thickness Measurements – Technician and Gauge	Special Quote
30.	Per Diem per Night	$185.00/Day
31.	Concrete Performance Analysis	Special Quote

32.	Instrumentation and Equipment		
	a.	Submeter GPS	$125.00/Day
	b.	2" Travel Micrometer Gauges, Wire / Scale, Reference Beams And Survey Equipment for Load Tests	$1000.00/Day
	c.	Inclinometer (Vertical or Horizontal) for Measuring Earth or Pile Movements	Special Quote
	d.	Torque Wrench and Skidmore Device	$75.00/Day
	e.	Mobilization / Demobilization and Rental of Portable Testing Laboratory	Special Quote
	f.	Settlement Plates	Special Quote
	g.	Saximeter	$50.00/Day
	h.	Cylinder Molds	
		Case of 24- 6" x 12" Cylinder Molds (W/out Lids)	$150.00/Ea
		Case of 36- 4" x 8" Cylinder Molds (W/out Lids)	$150.00/Ea
	i.	Nuclear Density Gauge	$35.00/Day
	j.	Sand Cone Equipment & Field Scales	$100.00/Day
	k.	Floor Flatness Test Equipment	$250.00/Day
33.	Any Other Instrumentation or Equipment (When Requested)		Special Quote

During construction phase testing, a 10% surcharge will apply to the field technician and laboratory testing fees to cover general project management and scheduling, field and laboratory report review, and report distribution. This surcharge is not applied to mileage, equipment rental or any additional consultation fees provided by the technician manager or engineers.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2026

ENGINEERING, ADMINISTRATIVE, AND TECHNICAL SERVICES

1.	Principal Engineer – Licensed Professional Engineer	$250.00/Hr
	Litigation Related Services	$375.00/Hr
2.	Senior Project Engineer – Licensed Professional Engineer	$225.00/Hr
	Litigation Related Services	$350.00/Hr
3.	Project Engineer – Licensed Professional Engineer	$180.00/Hr
	Litigation Related Services	$240.00/Hr
4.	Professional Engineer or Geologist	$160.00/Hr
5.	Staff Engineer, EI	$125.00/Hr
6.	Graduate Engineer or Geologist	$110.00/Hr
6.	Project Manager	$150.00/Hr
7.	Engineering Technician – Field and Office	
	a. Technician Level I	$60.00/Hr
	b. Technician Level II	$67.50/Hr
	c. Technician Level III	$77.50/Hr
	d. Technician Level IV	$87.50/Hr
	e. Technician Level V	$95.00/Hr
	f. ICC Certified Inspector	$100.00/Hr
	g. Technician Supervisor	$110.00/Hr
8.	Computer Processor / Draftsman	$90.00/Hr
9.	Typist and Reproduction Clerk	$75.00/Hr
10.	Travel by Automobile or Pick Up Truck	Federal Rate
11.	Air Travel and / or Per Diem for Administration, Engineering, Or Technicians	Cost + 10%
12.	Consultants with Special Expertise	Special Quote
13.	Special Tools, Equipment or Clothing Not Normally used For Most Operations	Cost + 20%
14.	Extra Reports (Over the Amount Specified in Proposal)	$50.00 /Ea
15.	File Copies	
	a. Per Page	$0.20/Ea
	b. Reproduction Clerk Time Applies	

GEOTENG-01 KHAYWARD

CERTIFICATE OF LIABILITY INSURANCE

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	CONTACT NAME: Amy Price	
The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	PHONE (A/C, No, Ext): (205) 397-5105	FAX (A/C, No): (205) 397-5155
	E-MAIL ADDRESS: aprice@prewitt.group	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Aspen Specialty Insurance Company	10717
INSURED	INSURER B : Middlesex Insurance Company	23434
Geotechnical Engineering Testing Inc. 904 Butler Dr. Mobile, AL 36693	INSURER C : The Sheffield Group	
	INSURER D : Continental Casualty Company	20443
	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	ER010YK26	5/22/2026	5/22/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 500,000 25,000 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	A0068115001	5/22/2026	5/22/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	EX0182J26	5/22/2026	5/22/2027	EACH OCCURRENCE AGGREGATE	$ $	
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	41359-00	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
D	Professional Liab		X	MCH591949859	5/22/2026	5/22/2027	Each Claim/Aggregate		2,000,000
A	Pollution Liab			ER010YK26	5/22/2026	5/22/2027	Per Claim		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law. Workers Compensation Employers Liability Carrier for The Sheffield Fund is ACE American Insurance Co. NAIC#22667, Limits the same, effective 01-01-2026 to 12-31-2026, Policy# HDO G48956300. Officers Excluded from Workers Compensation are as follows: Lynn C. Doyle II and Clayton B. Doyle.

Project: US HWY 45 Streetscape Improvements (Gloria York to Wilson Ave) City of Mobile Project No: 2025-3005-11
The City of Mobile is Additional Insured in regard to General Liability and Auto Liability when required by written contract, per policy terms and conditions. General liability provided the additional insured is primary and non-contributory when required by written contract, per policy terms and conditions. Waiver of SEE ATTACHED ACORD 101

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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: GEOTENG-01 KHAYWARD

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
The Prewitt Group	Geotechnical Engineering Testing Inc. 904 Butler Dr. Mobile, AL 36693
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Subrogation also applies in favor of Additional Insureds in regard to General Liability, Auto Liability, Workers Compensation and Professional Liability when required by written contract, per policy terms and conditions. Excess liability follows underlying policy forms, subject to policy terms and conditions. Thirty (30) day notice of cancellation provided directly by Auto Liability carrier, except ten (10) day notice for cancellation due to non-payment of premium.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EXHIBIT 'E':

SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
DBE UTILIZATION REPORT,
SECRETARY OF STATE REGISTRATION

STATE OF ALABAMA

COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared CURT DOYLE (affiant) who, being duly sworn says as follows:

President/CEO of G.E.T.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT for G.E.T. 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 G.E.T. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 296114.

CEO of GET

Sworn to and subscribed before me this the 4TH day of JUNE, 2026.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

City of Mobile
Office of Small Business Development

REQUEST FOR WAIVER/REDUCTION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other Geotechnical Engineering-Testing, Inc. Current Date 6/1/2026

Project Description: Hwy 45 Streetscape Improvements (Gloria York to Willson Ave.)

Total Estimated Value of the Project: contract amount $37,000.00

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a contract for geotechnical testing and engineering design services. These tasks are specialized and do not warrant the use of sub-consultants.

John Forrester
Requested By (Department Director)

(Signature) City Engineer (Title) 6/1/2026 (Date)

251-208-7243
Telephone Number

forresterj@cityofmobile.gov
Email Address

Reviewed By (Office of Small Business Development)

Archnique Kidd (Signature) Small Business Development Manager (Title) 6/5/2026 (Date)

X
Approved

Denied

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 296114

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 Geotechnical (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

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

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

   a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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

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

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

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

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

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

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

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

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

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

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

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

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

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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

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

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

   a. Scanning and uploading the document, or

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

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

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

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

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

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

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

ARTICLE VI
PARTIES

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

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

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

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

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

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

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 296114

Approved by:

Employer Geotechnical Engineering Testing, Inc.	
Name (Please Type or Print) Doyle B Clayton	**Title**
Signature Electronically Signed	**Date** 05/31/2026
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 05/31/2026

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 296114

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Geotechnical Engineering Testing, Inc.
Company Facility Address	904 Butler Drive Mobile, AL 36693
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630664448
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)





Company ID Number: 296114

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL 1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 296114

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Jacquie Tokuhara
Phone Number 251-666-7197
Fax
Email jtokuhara@geoengr.com

Name Clayton Doyle
Phone Number 251-666-7197
Fax
Email cbdoyle@geoengr.com

2

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 296114

This list represents the first 20 Program Administrators listed for this company.

Alabama Secretary of State

Geotechnical Engineering Testing, Inc.

Entity ID Number	000-033-894
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/27/1974
Registered Agent Name	Not Provided
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	$1,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	DOYLE, LYNN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DOYLE, SARAH
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	KARRH, JOHN BARNARD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided

Geotechnical Engineering Testing, Inc.

Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

Browse Results New Search

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Samantha Ingram, Councilmember, District 2
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Approve contract with McCrory & Williams, Inc. for engineering consulting services.

Amount of Contract:
$93,148.00

Funding Source
G-TAPTA24

ATTACHMENTS:
1. 2024-3005-17 2024 TAP Downtown Mobile Sidewalk Improvements CEI (McCrory & Williams, Inc.)

REVIEWERS:
Jessica White
John Forrester
Kelsi Tippery
Cherlina Monteiro
James Barber

GRANT CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: 2024 TAP Downtown Mobile Sidewalk Improvements CEI
2024-3005-17
GRANT PROJECT # G-TAPTA24

PROJECT DESCRIPTION

GRANT CONTRACT AMOUNT $93,148.00

VENDOR NAME McCrory & Williams, Inc.

VENDOR NUMBER 132093

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR John Forrester

Please Select by circling one (Type):

Construction Consultant Geo Tech Professional Services

Prepared by: Jessica White **Date** 6/9/2026

2026

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Councilmember Samantha Ingram

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

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

Name of Company: McCrory & Williams, Inc.

Project Name: 2024 TAP Downtown Sidewalk Improvements CEI (D2)
COM Project# 2024-3005-17

Estimated Cost: $93,148.00

Adopted:

_____
City Clerk

MOBILE
ALABAMA

2024 TAP DOWNTOWN MOBILE SIDEWALK IMPROVEMENTS
CEI

PROJECT NO. 2024-3005-17
TAPMB-TA24(945)

ENGINEER:

McCRORY & WILLIAMS, INC.

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into as of the date of execution by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **McCRORY & WILLIAMS, INC.** (hereinafter called the "ENGINEER").

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Engineer and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Engineer and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, McCRORY & WILLIAMS, INC. is uniquely qualified in the business of professional construction engineering and inspection.

WHEREAS, the City of Mobile desires to engage McCRORY & WILLIAMS, INC. based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

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

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

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

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments 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 **McCRORY & WILLIAMS, 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 Pre-Bid to Pre-Construction Phase and/or the Construction Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. herein.

PROJECT – 2024 TAP DOWNTOWN MOBILE SIDEWALK IMPROVEMENTS CEI, City of Mobile Project No. 2024-3005-17. This contract is for the bidding and construction engineering and inspection (CEI) of accessible sidewalks and handicap ramps in accordance with PROWAG and ALDOT. (See Exhibit A for approximate locations). **The professional engineering design services may include advertisement and evaluation of bids, recommendation of a low bidder, and construction engineering and inspection services as directed by the CITY ENGINEER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard (ALDOT) Specifications for Highway Construction, 2026 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. This is a Transportation Alternative Program (TAP) Project and shall meet all City, ALDOT, and Federal requirements thereof.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

1. Pre-Bid to Pre-Construction Phase
2. Construction Phase

A. PRE-BID to PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

   a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.

   b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

   c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

   d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.

e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.

f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a copy, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.

h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

B. CONSTRUCTION PHASE

1. Quality Assurance

a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall ensure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.

b. The ENGINEER shall inform and coordinate with the material testing department at ALDOT, to perform materials testing and associated services.

c. The ENGINEER shall ensure 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, ALDOT Specifications for Highway Construction, 2026 edition, and ALDOT Standard and Special Drawings, 2026 edition. INSPECTOR shall be thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

b. The CITY ENGINEER reserves the right to appoint CITY representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

c. ALDOT will 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. The PROJECT ENGINEER shall conduct weekly on-site construction meetings with the CITY, CONTRACTOR, and other required entities.

e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.

g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month and an updated schedule for the Contractor. **Monthly estimates shall also include a DBE Utilization Report, over run report, Progress Report for the month, and an updated schedule for the Contractor.**

h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

i. 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 for reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

   b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.

   c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

   a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shown in red, shall be prepared and submitted by the PROJECT ENGINEER.

   b. All final quantities and all necessary supporting information shall be prepared and submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY, which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

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

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A of this CONTRACT. Payment for work performed in Section III.A of this CONTRACT shall not exceed $2,000.00 (Two Thousand Dollars and Zero Cents).

   b. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed $88,148.00 (Eighty-Eight Thousand One Hundred Forty-Eight Dollars and Zero Cents).

   c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $5,000.00 (Five Thousand Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $ 93,148.00 (Ninety-Three Thousand One Hundred Forty-Eight Dollars and Zero Cents), unless otherwise approved by the CITY.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the CITY except as permissible under §41-9A-3, Code of Alabama (1975) or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $2,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit/Products, Completed Operations Aggregate: $2,000,000/$2,000,000

d. Automobile Liability Insurance:
Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Subconsultant Monitoring & Compliance

a. CONSULTANT shall:

i. Ensure all subconsultants comply fully with insurance obligations equal to or exceeding those required of CONSULTANT.

ii. Obtain and verify insurance certificates and endorsements from subconsultants before allowing commencement of work.

iii. Actively monitor subconsultant insurance compliance throughout project duration and promptly remedy non-compliance.

iv. Upon CITY request, furnish documented evidence of subconsultant compliance, monitoring activities, and corrective actions taken.

b. Non-compliance with insurance requirements constitutes a material breach

allowing CITY remedies including withholding payments, suspending services, immediate contract termination for cause, and recovery of costs to cure non-compliance.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, ENGINEER shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. ENGINEER shall also be responsible for delivering policy renewal certificates to the City of Mobile.

D. SURVIVAL

All indemnity obligations and insurance requirements under this CONTRACT shall survive termination or expiration of this CONTRACT and remain enforceable for two years after the last Date of Substantial Completion.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is ALDOT Transportation Alternatives Program (TAP) and City Capital Funding. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. TRIMBLE UNITY CONSTRUCT

The CITY utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: https://app.e-builder.net. ENGINEER shall use TUC as an essential component to project management with the City of Mobile.

XIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the CITY's behalf with respect to the PROJECT is the CITY ENGINEER or the Director's designated representative.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o CITY ENGINEER
As: City's Authorized Agent
P.O. Box 1827
Mobile, AL 36633

CONSULTANT:
_____
_____
_____
_____
_____

C. Any change in the CONSULTANT's Representative will be promptly communicated to the CITY.

XIV. DEFAULT/ BREACH

Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the CITY regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the CITY, 8) failure to correct deficiencies after receiving written notice from the CITY, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of CITY property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with CITY inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the CITY to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XV. EFFECT OF DEFAULT

Upon the occurrence of default, CITY shall have rights which include but are not limited to (1) the right to keep this CONTRACT in effect and sue CONSULTANT for all damages caused by the default and recover the cost thereof; (2) the right to cure any such default by CONSULTANT and to recover any damages caused thereby; and (3) the right to terminate this CONTRACT either as to the entire PROJECT or part thereof, in either case by giving CONSULTANT written notice of such termination. In the event of termination of this Agreement by the City because of the CONSULTANT's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONSULTANT and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVI. PEER REVIEW/VALUE ENGINEERING

The CITY reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the PROJECT at any stage. CONSULTANT shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, CONSULTANT shall implement such recommendations as directed by the CITY, subject to equitable adjustments if necessary.

XVII. TERM OF AGREEMENT

The Services are to be performed beginning as of the date of last execution between the parties and continuing for a period of three (3) years. 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.

XVIII. MISCELLANEOUS

A. This CONTRACT constitutes the sole and complete understanding between the parties and supersedes all CONTRACTs between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this CONTRACT is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this CONTRACT shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this CONTRACT be construed to grant any rights, privileges, or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the CONSULTANT's performance under this Contract.

E. The rights and remedies of the City provided for under this CONTRACT are in addition to any other rights and remedies provided by law.

F. If the CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this CONTRACT or any applicable law.

H. If any term, condition, or covenant of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this CONTRACT shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this CONTRACT and those executing this CONTRACT have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this CONTRACT and those in any attachment or Exhibit hereto, then the provisions of this CONTRACT will take precedence and be applicable, binding and enforceable.

M. Preparation of CONTRACT. All provisions of this CONTRACT have been subject to full and careful review by and negotiation between 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 CONTRACT, and in the event this CONTRACT is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this CONTRACT or any portion hereof against either party as the drafter of this CONTRACT.

N. Entire CONTRACT. This CONTRACT embodies the entire CONTRACT and understanding between the parties pertaining to the subject matter of this CONTRACT, and supersedes all prior CONTRACTs, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this CONTRACT shall bind and insure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This CONTRACT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single CONTRACT.

Q. Amendment and Waiver. This CONTRACT may be amended, modified, or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this CONTRACT to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this CONTRACT shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this CONTRACT. No waiver by any party of a breach of any provision of this CONTRACT shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the CONSULTANT agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this CONTRACT shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

U. NON-ASSIGNMENT. The City and CONSULTANT each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. 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.

V. This CONTRACT is the final expression of the CONTRACT between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or CONTRACTs. No representations, warranties, or stipulations, either oral or written, are not contained herein.

W. This CONTRACT constitutes the sole and complete understanding between the parties and supersedes all CONTRACTs between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this CONTRACT is enforceable unless agreed to in writing by both parties and incorporated into this CONTRACT.

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

[SIGNATURES FOLLOW THIS PAGE]

CONSULTANT:

McCRORY & WILLIAMS, INC.

By: Carah Vuncannon

Name: CARAH VUNCANNON

Title: PRESIDENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that CARAH VUNCANNON, whose name as PRESIDENT of **McCRORY & WILLIAMS, INC.** has signed the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this the 2nd day of JUNE, 2026.

(SEAL)

MARY JANE DONOGHUE NOTARY PUBLIC ALABAMA, STATE AT LARGE

Mary Jane Donoghue
Notary Public
My Commission Expires: 9-10-2028

CITY:

CITY OF MOBILE, a municipal corporation

By: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____
Lisa Lambert, City Clerk

EXHIBIT A: PROJECT LOCATION

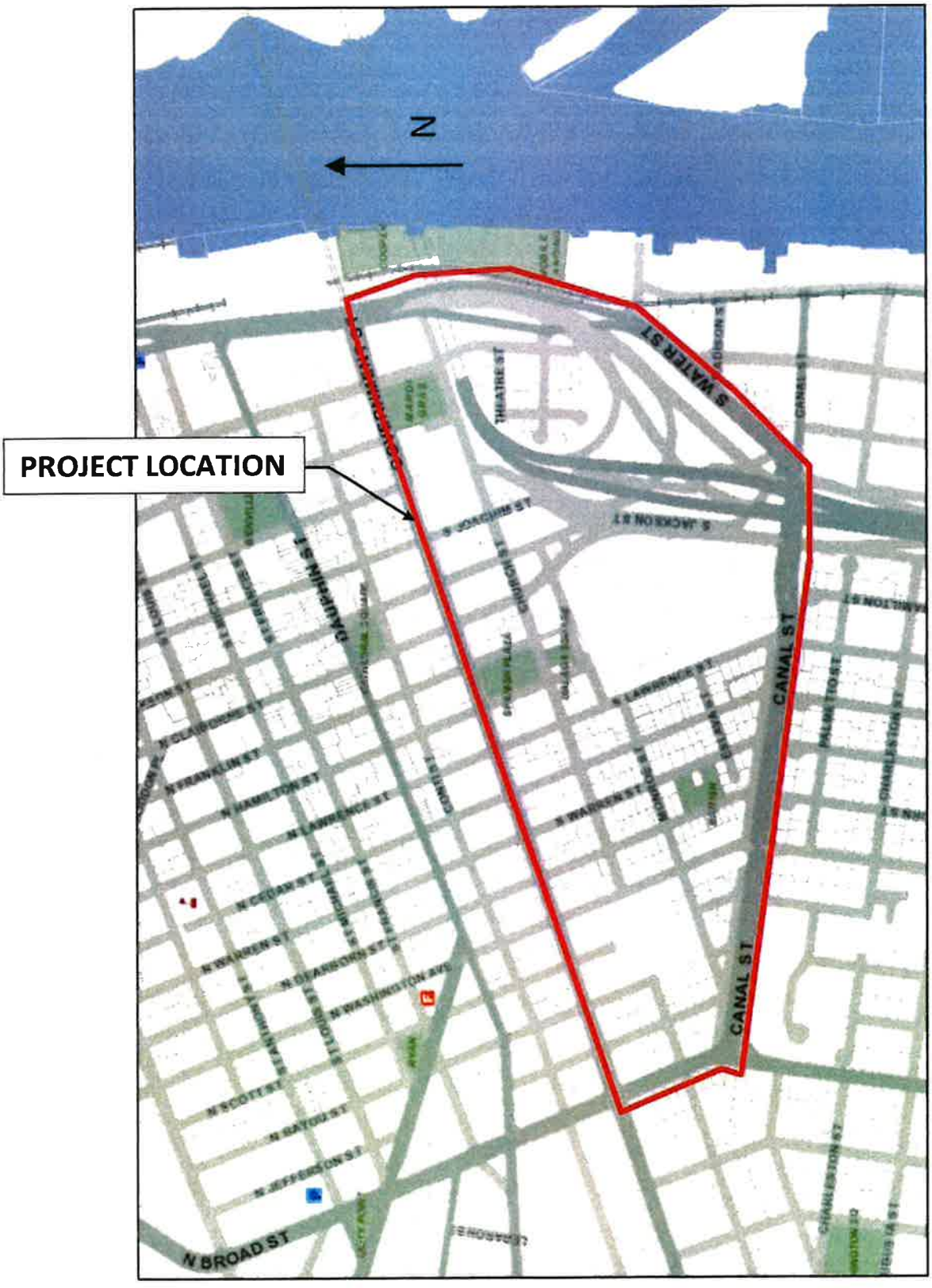


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **2024 TAP DOWNTOWN MOBILE SIDEWALK IMPROVEMENTS CEI,** City of Mobile Project No. **2024-3005-17.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be $1,250,177.50 **[One Million Two Hundred Fifty Thousand One Hundred Seventy-Seven Dollars and Fifty Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (pre-bidding to pre-construction phase and construction phase) to be paid the ENGINEER shall not exceed **$93,148.00 [Ninety-Three Thousand One Hundred Forty-Eight Dollars and Zero Cents]**, unless authorized by the CITY.

CITY DISTRICT: District 2

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Pre-Bid to Pre-Construction Phase.....$2,000.00

Construction Phase .....$ 86,148.00

Base Contract Amount **$ 88,148.00**

Additional Services (If requested in writing by the City Engineer).....$ 5,000.00

Total Contract Amount including Additional Services **$ 93,148.00**

McCrory Williams
INCORPORATED
Engineers Surveyors

HOURLY RATE SCHEDULE 2026

PRINCIPAL	$190.00 PER HOUR
PROFESSIONAL ENGINEER / PROJECT MANAGER	$170.00 PER HOUR
PROJECT ENGINEER / SENIOR ENGINEER	$160.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	$150.00 PER HOUR
ENGINEER	$135.00 PER HOUR
SENIOR ENGINEERING TECHNICIAN	$120.00 PER HOUR
SENIOR CADD TECHNICIAN / EASEMENT TECHNICIAN	$95.00 PER HOUR
ENGINEERING TECHNICIAN / ENGINEERING INTERN	$110.00 PER HOUR
SENIOR SURVEY TECHNICIAN	$95.00 PER HOUR
SURVEY TECHNICIAN / SURVEY CADD TECHNICIAN	$75.00 PER HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	$95.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	$85.00 PER HOUR
SURVEY CREW	
2-MAN CREW	$145.00 PER HOUR
3-MAN CREW	$175.00 PER HOUR
CLERICAL	$75.00 PER HOUR
MILEAGE	$ 0.725 PER MILE

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
- All closeout documents required from the Contractor

EXHIBIT F: INSURANCE CERTIFICATIONS

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 CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/03/2026

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: Jackie Murk
RSC Insurance Brokerage, Inc. 2081 Columbiana Road Birmingham AL 35242	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley America Insurance Company, Inc.	16510
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
McCrory & Williams, Inc. 3207 International Dr. Suite G Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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	$
A	Professional Liability		Y	C19478251101	08/08/2025	08/08/2026	Each Claim	$2,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project No. 2024-3005-17 TAPMB - TA24 (945)
Project: 2024 TAP Downtown Mobile Sidewalk Improvements - CEI
Waiver of Subrogation applies in favor of City of Mobile.
Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
These provisions must be required and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 180249
Mobile AL 36618-0249

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2026

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
StateFarm
Lad Drago Insurance and Financial Services
7623 Spanish Fort Blvd
Spanish Fort, AL 36527

CONTACT NAME: Lad Drago
PHONE (A/C, No, Ext): 2516261237 FAX (A/C, No): 2512434176
E-MAIL ADDRESS: lad@laddragoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B : State Farm Fire and Casualty Company	25143
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
McCrory & Williams Inc
3207 International Drive
Suite G
Mobile, AL 36606

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	93-B1-Y007-7	08/08/2025	08/08/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000 $ $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	1188688-SFP-01 0972416-SFP-01 1116190-SFP-01 0845117-SFP-01	04/10/2026 03/10/2026 04/01/2026 02/21/2026	10/10/2026 09/10/2026 10/01/2026 08/21/2026	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			93-38-297-8	08/08/2025	08/08/2026	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	Y	93-CW-P289-4	08/08/2025	08/08/2026	[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
A	Automobile Liability(Additional policies)	Y	Y	0798311, 0489438, 0929485	10/10/2025	10/10/2026	Combined Single Limit (Ea acc	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Product description: 2024 Tap Downtown Mobile Sidewalk Improvements - CEI
Project No: 2024- 3005- 17 TAPMB-TA24 (945)
City of Mobile is listed as additional insured in respect to all policies (except Workers Compensation and Professional liability when applicable), which coverage shall be primary and non-contributory, waiver of subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT G: E-VERIFY AFFIDAVIT, E-VERIFY REGISTRATION PRINTOUT, AND SECRETARY OF STATE REGISTRATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Sarah Vuncannon (affiant) who, being duly sworn says as follows:

President/CEO of McCrory & Williams

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for McCrory & Williams 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 McCrory & Williams is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 521538.

Sarah Vuncannon
CEO of McCrory & Williams, Inc.

Sworn to and subscribed before me this the 2nd day of June, 2026.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Mary Jane Donoghue
Signature and Seal of Notary Public

MARY JANE DONOGHUE NOTARY PUBLIC ALABAMA, STATE AT LARGE

E-Verify

Company ID Number: 521538

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and McCrory & Williams, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 521538

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. 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 make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, 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 Immigration and

Company ID Number: 521538

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the 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.

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 regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• 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.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 521538

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, 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, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption 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 non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Company ID Number: 521538

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).

12. 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.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which 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)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate 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 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

Company ID Number: 521538

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the 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 subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed 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 with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, 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.

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 the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

Company ID Number: 521538

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.

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

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 521538

ARTICLE IV

SERVICE PROVISIONS

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

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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 procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

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

Company ID Number: 521538

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

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the 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.

F. The Employer understands that the fact of 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).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

Company ID Number: 521538

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer McCrory & Williams, Inc.

Teresa Dorriety Name (Please Type or Print)	Title
Electronically Signed Signature	03/16/2012 Date

Department of Homeland Security – Verification Division

USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	03/16/2012 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **McCrory & Williams, Inc.**

Company Facility Address: **3207 International Drive, Suite G**

Mobile, AL 36606

Company Alternate Address:

County or Parish: **MOBILE**

Employer Identification Number: **630697109**

E-Verify

Company ID Number: 521538

North American Industry Classification Systems Code:	**541**
Administrator:	
Number of Employees:	**20 to 99**
Number of Sites Verified for:	**2**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Teresa B Dorriety**		
Telephone Number:	**(251) 476 - 4720**	Fax Number:	**(251) 476 - 4721**
E-mail Address:	**tdorriety@mcwinc.com**		

Alabama Secretary of State

McCrory & Williams, Inc.	
Entity ID Number	000-038-882
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	09/09/1975
Registered Agent Name	WILLIAM E. WILKERSON
Registered Office Street Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Registered Office Mailing Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Nature of Business	CONSULTING ENGINEERS
Capital Authorized	$11,000
Capital Paid In	$2,000
Incorporators	
Incorporator Name	MCCRORY, WILLIAM C
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	WILLIAMS, RICHARD J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCCRORY, MARY PEAVY
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004

McCrory & Williams, Inc.	
	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	06/10/1977
Legal Name Changed From	McCrory & Associates, Incorporated
Transaction Date	12/15/1997
Registered Agent Changed From	* Added
Transaction Date	04/19/1999
Capital Amounts Changed From	$1,000 Authorized $1,000 Paid In
Transaction Date	04/19/1999
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	08/17/2021
Registered Agent Changed From	WILLIAMS, RICHARD J 2477 COMMERCIAL PARK DR MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/15/1997 Registered Agent Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Capital Amounts Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	08/17/2021 Registered Agent Change 2 pgs.

Browse Results New Search

Wes Allen
Secretary of State

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

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Registered Agent Change filed on behalf of McCrory & Williams, Inc., as received and filed in the Office of the Secretary of State on 08/17/2021.

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

06/01/2026

Date

Wes Allen — Secretary of State

20260601000018238

STATE OF ALABAMA

CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE BY ENTITY

PURPOSE: To change an entity's registered office, its registered agent, or both, by delivering to the Secretary of State for filing a statement of change in accordance with 10A-1-5.32. Use a separate form for each separate Entity ID number.

INSTRUCTIONS: Mail one (1) signed original and one (1) copy of this completed form along with a self-addressed, stamped envelope with the filing fee of $100.00 (credit card, check, or money order) to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103-5616**. or you may email the filing to miscellaneous.filings@sos.alabama.gov **If you are submitting this filing via email and would like a copy returned to you, check $4.00 copy fee on the credit card payment form.** If the credit card does not authorize or if the check is dishonored, the filing will be removed from the index and of no legal effect. In the case of a dishonored check, a $30 fee will be charged.

Item 3 is the information pertaining to the current registered agent and office location currently on file with the Secretary of State. Complete this for verification purposes. You may change the name of the agent, the street address of the registered office, and the mailing address of the registered office, or any one of the three (items 4, 5, and 6).

This form must be typed.

1. Alabama Entity ID Number (Format: 000-000): 038 - 882 **TO OBTAIN ID NUMBER** Go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

2. The name of the entity as registered with the Secretary of State of Alabama:

   ~~McCrory & Williams, Inc.~~

3. The name of the Registered Agent currently registered entity with the Secretary of State of Alabama:

   Richard J Williams

   Street (**No PO Boxes**) address of the Registered Office: ~~2477 Commercial Park Dr. Mobile, AL 36606~~

   Mailing address of Registered Office (if different from street address): Not Provided

This form was prepared by: (type name and full address)

Teresa Dorriety
8080 McDonald Rd.
Irvington, AL 36544

RECEIVED DATE
AUG 17 2021
SECRETARY OF STATE
OF ALABAMA

(For SOS Use Only)

Alabama
Sec. Of State

Entity Change
038-882 D/C
Date 8/17/2021
Time 13:14
210817 2 Pg

File $100.00
County $.00
Total $100.00
04/006

CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE BY ENTITY

4. Change the name of the Registered Agent (must be located in Alabama) for this entity to:

Williams E. Wilkerson

The new registered agent must sign the consent to appointment in consent box prior to filing.

5. Change the street (No PO Boxes) address in Alabama of the Registered Office to: 3207 International Dr., Suite G

Mobile, AL 36606-3037

6. Change the mailing address of the Registered Office (if different from street address) to:

7. The entity certifies that the street address of the registered office and the street address of the registered agent's business are the same and located in Alabama.

I, the undersigned, certify that any change specified in this document is authorized by the entity.

08 / 16 / 2021
Date (MM/DD/YYYY)

Carah Vuncannon/President
Typed Name and Title of Signature for Entity Below

Carah Vuncannon
Signature of Person Authorized to Sign per 10A-1-4.01, *Alabama Code*

I, the undersigned, consent to appointment as registered agent for McCrory & Williams, Inc.

(entity name in blank).

08 / 16 / 2021
Date: (MM/DD/YYYY)

William E. Wilkerson
Typed Name of Agent (Individual or Entity)

William E. Wilkerson
Signature of /for Registered Agent

Typed Name **and** Title of Signature for Entity

THE

ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF MINORITY BUSINESS ENTERPRISE

FOR THE

STATE OF ALABAMA

GOVERNOR KAY IVEY

Hereby Declares That

MCCRORY & WILLIAMS, INC.

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 27th day of August in the year of our Lord 2024.

Kenneth W. Boswell, Director ADECA

Certificate No. WBE-0824240-141-R2 (Female) This designation expires two years from the above date.

State of Alabama

Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

MCCRORY & WILLIAMS INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

LSCA89

authorizing the firm to provide or offer to provide

LAND SURVEYING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

MCCRORY & WILLIAMS INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 1/2/2024

William R. Huett

Executive Director

This certificate will expire on 12/31/2025 unless renewed.

State of Alabama

Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

MCCRORY & WILLIAMS INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

ECA275

authorizing the firm to provide or offer to provide

ENGINEERING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

MCCRORY & WILLIAMS INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 1/2/2024

William R. Huett

Executive Director

This certificate will expire on 12/31/2025 unless renewed.

EXHIBIT H: DBE WAIVER

City of Mobile
Office of Small Business Development

REQUEST FOR WAIVER/REDUCTION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other McCrory & Williams Current Date 5 / 8 / 2026

Project Description: 2024 TAP DOWNTOWN MOBILE SIDEWALK IMPROVEMENTS CEI

Total Estimated Value of the Project: contract value $ 82,560.00

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a contract for part-time construction inspection only. The tasks are specialized and the cost is not enough to warrant the use of sub-contractors.

PROJECT NO. 2024-3005-17; TAPMB-TA24(945)

JOHN FORRESTER
Requested By (Department Director)

(Signature) City Engineer (Title) 5/8/26 (Date)

251-208-7243
Telephone Number

forresterj@cityofmobile.gov
Email Address

Reviewed By (Office of Small Business Development)

(Signature) (Title) (Date) 5/29/2026

Approved Denied

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 16, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Woods Anytime Mobility_CPCN (1)

REVIEWERS:

Tiereney Leverette
Lana Pafenbach

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Woods Anytime Mobility, LLC to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 16, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Woods Anytime Mobility, LLC, for a Certificate of Public Convenience and Necessity to operate a Shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, INGRID C. WRIGHT individually or on behalf of WOODS ~~MOBILITY~~ ANYTIME MOBILITY, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

INGRID C. WRIGHT

Business Addres..

Telephone ___ Trade Name

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes_____ No_____

I attest, under penalty of perjury that I am:
_____ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: _
(If different from address provide... in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
INGRID C. WRIGHT	OWNER		

D. List all unpaid judgements against a[illegible] he names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
N/A				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 24 / 7

How many vehicles (carriages) do you intend to operate? _____
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Honda	Year: 2014	Model: Odyssey
Make:	Year:	Model:
Make:	Year:	Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:
Woods Anytime Mobility LLC

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 21 **DAY OF** May, **20** 26

Notary Public
My commission expires 5/1/28

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: INGRID CRYSTAL WRIGHT

Nickname(s) or Maiden Name: N/A

Current Addres

Previous Addr

Personal Desc

Height: 5'7

Weight: 244

Hair Color: BROWN

Eye Color: BROWN

Social Security Number: __

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

_____

Signature

_____

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: INGRID crystal WRIGHT

Date of Birth: _____ ecurity #: _____

Present Addres: _____

Home Phone Number _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.
mobile county court

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature _____ Date Signed _____

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Personal Data Report

General Descriptors

Name:	WRIGHT, INGRID CRYSTAL		
Address:		**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	F	**Age:**	46
Weight:	244	**Eyes:**	BROWN
Height:	5'07"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates: A RECORD

CHECKED BY: [signature]

DATE: 4/1/26

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Last_Name : WRIGHT
First_Name : INGRID
Arrestee_SSN : 421-08-9488

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
204040366101	2040403661	4/21/2004	WRIGHT, INGRID CRYSTAL	8/1/1979	UNKNOWN LOCATION UNKNOWN,	ARNETTE, T H	CONV	WALMART MOBILE,	THEFT OF PROPERTY 3RD
20404036610A	2040403661	4/21/2004	WRIGHT, INGRID CRYSTAL	8/1/1979	UNKNOWN LOCATION UNKNOWN,	ARNETTE, T H	CONV	WALMART MOBILE,	GIVING FALSE NAME OR ADDRESS TO LAW ENFORCEMENT OFFICER
212035285001	2120352850	6/12/2012	WRIGHT, INGRID CRYSTAL	8/1/1979	UNKNOWN LOCATION UNKNOWN,	THOMAS, MICHAEL	CONV	GOVT @ I-65 UNKNOWN,	ALIAS/BENCH WARRANT ARREST

3 Records Selected

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
A RECORD
CHECKED BY:
DATE: 4/1/26

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 to Consider the Proposed Re-Zoning
For Property located at 7271 Grelot Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 16, 2026**, a public hearing will be held on the **21st** day of **July, 20226**, at 10:30 a.m., to consider adoption of an ordinance for the proposed re-zoning for property located at 7271 Grelot Road from R-1, Single-Family Residential Suburban District, to B-1, Buffer 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:

TO WIT

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00'52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00"49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89'23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89"23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00'36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89'30'36" EAST A DISTANCE OF 2.79 FEET TO A POINT; THENCE RUN SOUTH 00'12'47" WEST A DISTANCE OF 188.03 FEET TO A POINT; THENCE RUN NORTH 89'41'46" WEST A DISTANCE OF 208.45 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 89'28'54" WEST A DISTANCE OF 14.74 FEET TO A CAPPED STEEL ROD FOUND(POLY); THENCE RUN NORTH 12'21'04" WEST A DISTANCE OF 50.03 FEET TO A CAPPED STEEL ROD FOUND(POLY); THENCE RUN NORTH 00'13'57" WEST A

DISTANCE OF 140.12 FEET TO A PK NAIL SET; THENCE RUN SOUTH 89"05'24" EAST A DISTANCE OF 25.04 FEET TO THE POINT OF BEGINNING; LOT CONTAINS 0.96 ACRES.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00'52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00'49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89'23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89'23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00'36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89'30'36" EAST A DISTANCE OF 2.79 FEET TO A POINT, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89'30'36" EAST A DISTANCE OF 104.62 FEET TO A POINT; THENCE RUN SOUTH 00'07'44" EAST A DISTANCE OF 190.27 FEET TO A POINT; THENCE RUN NORTH 89'15'39" WEST A DISTANCE OF 104.35 FEET TO A POINT; THENCE RUN NORTH 00·12'47" WEST A DISTANCE OF 188.03 FEET TO POINT OF BEGINNING; LOT CONTAINS 0.45 ACRES.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00'52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00'49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89'23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89'23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00'36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89'30'36" EAST A DISTANCE OF 107.41 FEET TO A POINT, ALSO BEING THE POINT OF BEGINNING; THENCE RUN NORTH 89'30'36" EAST A DISTANCE OF 104.34 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00'07'43" EAST A DISTANCE OF 192.50 FEET TO A REBAR FOUND; THENCE RUN NORTH 89'15'39" WEST A DISTANCE OF 104.35 FEET TO A POINT; THENCE RUN NORTH 00'07'44" WEST A DISTANCE OF 190.27 FEET TO THE POINT OF BEGINNING; LOT CONTAINS 0.46 ACRES.

The classification of said property is hereby changed from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban 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 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 21st 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 24th 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 **7241, 7251, 7261 and 7271 Grelot 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 Buffer Business Suburban 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 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:

TO WIT

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00'52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00"49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89'23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89"23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00'36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89'30'36" EAST A DISTANCE OF 2.79 FEET TO A POINT; THENCE RUN SOUTH 00'12'47" WEST A DISTANCE OF 188.03 FEET TO A POINT; THENCE RUN NORTH 89'41'46" WEST A DISTANCE OF 208.45 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 89'28'54" WEST A DISTANCE OF 14.74 FEET TO A CAPPED STEEL ROD FOUND(POLY); THENCE RUN NORTH 12'21'04" WEST A DISTANCE OF 50.03 FEET TO A CAPPED STEEL ROD FOUND(POLY); THENCE RUN NORTH 00'13'57" WEST A DISTANCE OF 140.12 FEET TO A PK NAIL SET; THENCE RUN SOUTH 89"05'24" EAST A DISTANCE OF 25.04 FEET TO THE POINT OF BEGINNING; LOT CONTAINS 0.96 ACRES.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00'52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00'49'38" EAST A DISTANCE OF 9.12

FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89'23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89'23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00'36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89'30'36" EAST A DISTANCE OF 2.79 FEET TO A POINT, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89'30'36" EAST A DISTANCE OF 104.62 FEET TO A POINT; THENCE RUN SOUTH 00'07'44" EAST A DISTANCE OF 190.27 FEET TO A POINT; THENCE RUN NORTH 89'15'39" WEST A DISTANCE OF 104.35 FEET TO A POINT; THENCE RUN NORTH 00·12'47" WEST A DISTANCE OF 188.03 FEET TO POINT OF BEGINNING; LOT CONTAINS 0.45 ACRES.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00'52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00'49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89'23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89'23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00'36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89'30'36" EAST A DISTANCE OF 107.41 FEET TO A POINT, ALSO BEING THE POINT OF BEGINNING; THENCE RUN NORTH 89'30'36" EAST A DISTANCE OF 104.34 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00'07'43" EAST A DISTANCE OF 192.50 FEET TO A REBAR FOUND; THENCE RUN NORTH 89'15'39" WEST A DISTANCE OF 104.35 FEET TO A POINT; THENCE RUN NORTH 00'07'44" WEST A DISTANCE OF 190.27 FEET TO THE POINT OF BEGINNING; LOT CONTAINS 0.46 ACRES.

The classification of said property is hereby changed **from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban 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 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

Steven D. Cooner
7241, 7251, 7261 and 7271 Grelot Road
Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 5, 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 **Steven D. Cooner,** for a change in zoning **from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1),** for the property located at **7241, 7251, 7261 and 7271 Grelot 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

June 2, 2026

Steven D. Cooner
[redacted]

Re: 7241, 7251, 7261, and 7271 Grelot Road
ZON-UDC-003682-2026
Steven D. Cooner
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban 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 Suburban 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 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. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.

As such, the Planning Commission voted to recommend approval of Rezoning the property **to B-1, Buffer Business Suburban District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

[redacted]

ZON-UDC-003682-2026 7241, 7251, 7261, and 7271 Grelot Road
June 2, 2026

The advertising fee for this application is based on the current legal description is **$478.80.** 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:	[redacted]	[redacted]
Email:		
Phone:		
Email:		
Name:	Steven D. Cooner	James "Jimmy" Lyon

[redacted]

	Owner	Design Professional
Name:	Steven D. Cooner	William G. Luker
Firm:	[redacted]	
Phone:		
Email:		
Address:		

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

7241, 7251, 7261 & 7271 Grelot Rd. Mobile, AL 36695 — Property Address

1.87 Acres — Property Area (acres or square feet)

618870, 618861, 618843 — Parcel Number(s) or Key Number(s)

R-1: Single-Family Residential — Present Zoning or Transect District

LB-2: Limited Neighborhood 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.

Steven D. Cooner — Owner Signature

3-18-25 — Date

Ap — dotloop verified 03/18/26 5:40 PM CDT LSBJ-HC3P-R3VV-FRI7

03/18/2026 — 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 — dotloop verified 03/18/26 5:40 PM CDT PZ9Y-ZGIA-YVPA-TRMT

03/18/2026 — 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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   Proposed rezoning promotes development of the support services to serve the area.

   Future Land Use Map (FLUM) Designation: _____

   Requested Zoning: LB-2

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
   The rezoning of these parcels allows small business establishments that serve the residents of the area to be developed.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   The increasing population of the area creates the demand for the business establishments that will be developed on these lots.

[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 for currently undeveloped property are residential and small business.

2. Describe the surrounding land uses.
   Land use in the area is residential and small business.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   No potential adverse impacts identified.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   The development will be small establishments with minor utility need. The infrastructure is in place for water, sewer, gas, and other utility services needed.

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 allows development of small business establishments which provides the services needed by the existing and future residents of the area.

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

Not Applicable

[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?
   Thursday March 12, 2026 5:30 P.M. to 7:00 P.M.

2. What information was presented at the meeting?
   See attached minutes of meeting.

3. What concerns were raised during the meeting?
   Drainage, traffic generated, noise along with possible issues with trash and rodents.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   Several of the attendees requested the zoning to be changed from LB-2 to B-1.

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project _____

Address 7241, 7251, 7261, & 7271 Grelot Road, Mobile, AL 36695

Owner Steven D. Cooner

[redacted]

Authorized Agent James Lyon

[redacted]

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer William G. Luker

[redacted]

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Janet McIlwain

Signature Print

3/20/2026

Date

[redacted]

[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.
   Proposed rezoning promotes development of the support services to serve the area.

	LB-2
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 rezoning of these parcels allows small business establishments that serve the residents of the area to be developed.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   The increasing population of the area creates the demand for the business establishments that will be developed on these lots.

[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 for currently undeveloped property are residential and small business.

2. Describe the surrounding land uses.
   Land use in the area is residential and small business.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   No potential adverse impacts identified.

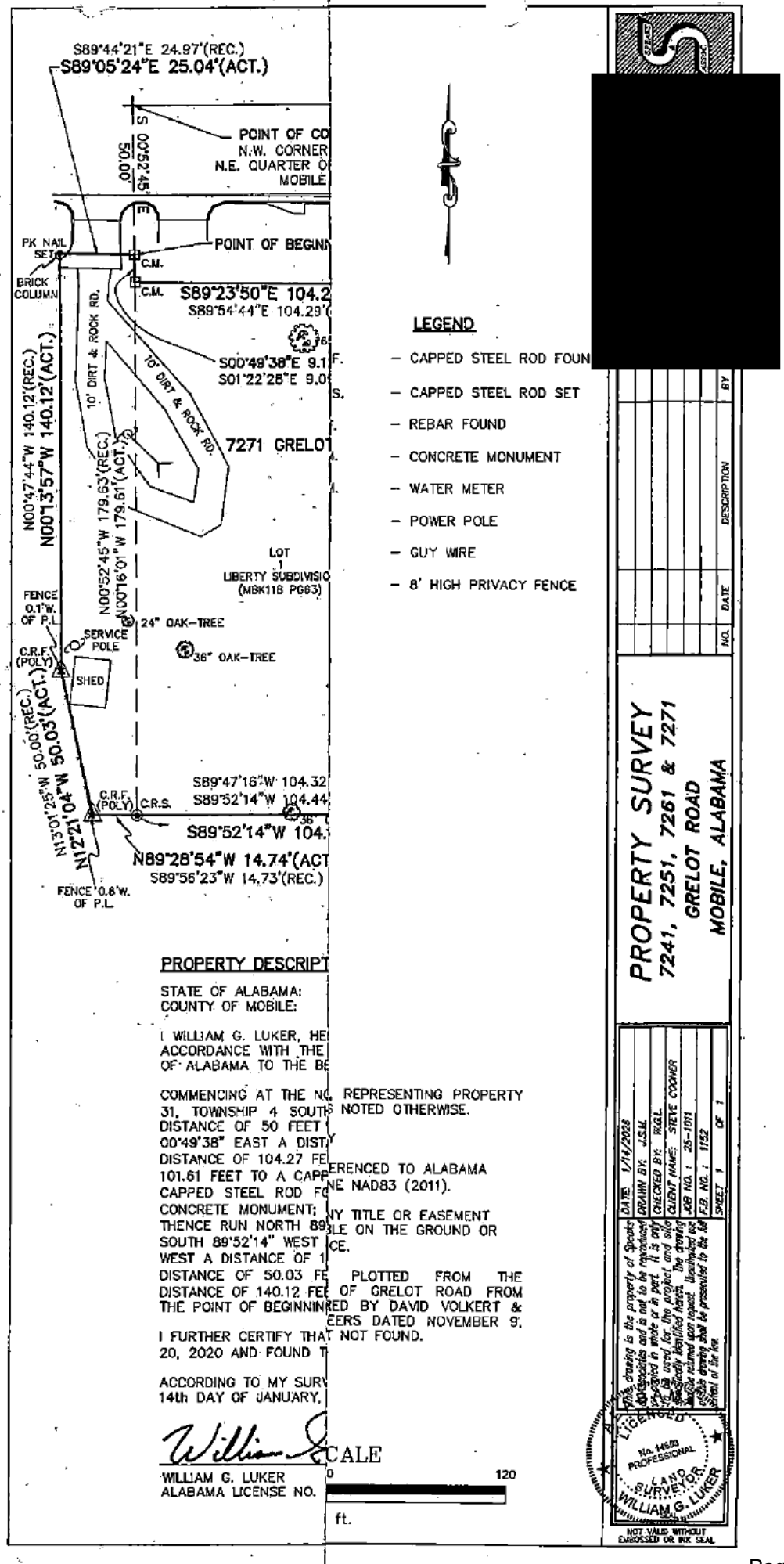
4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   The development will be small establishments with minor utility need. The infrastructure is in place for water, sewer, gas, and other utility services needed.

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 allows development of small business establishments which provides the services needed by the existing and future residents of the area.

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

Not Applicable

[redacted]


S89°44'21"E 24.97'(REC.)
S89°05'24"E 25.04'(ACT.)
POINT OF CO
N.W. CORNER
N.E. QUARTER O
MOBILE
POINT OF BEGIN
PK NAIL SET
C.M.
BRICK COLUMN
S89°23'50"E 104.2
S89°54'44"E 104.29'(
S00°49'38"E 9.1
S01°22'28"E 9.0
10' DIRT & ROCK RD.
7271 GRELOT
N00°47'44"W 140.12'(REC.)
N00°13'57"W 140.12'(ACT.)
N00°52'45"W 179.63'(REC.)
N00°16'01"W 179.61'(ACT.)
LOT 1
LIBERTY SUBDIVISIO
(MBK118 PG83)
FENCE 0.1'W. OF P.L.
SERVICE POLE
24" OAK-TREE
36" OAK-TREE
C.R.F. (POLY)
SHED
S00°13'25"W 50.00'(REC.)
N12°21'04"W 50.03'(ACT.)
S89°47'16"W 104.32
S89°52'14"W 104.44
C.R.S.
S89°52'14"W 104.
N89°28'54"W 14.74'(ACT
S89°56'23"W 14.73'(REC.)
FENCE 0.6'W. OF P.L.
LEGEND
– CAPPED STEEL ROD FOUN
– CAPPED STEEL ROD SET
– REBAR FOUND
– CONCRETE MONUMENT
– WATER METER
– POWER POLE
– GUY WIRE
– 8' HIGH PRIVACY FENCE
PROPERTY DESCRIPT
STATE OF ALABAMA:
COUNTY OF MOBILE:
I WILLIAM G. LUKER, HE
ACCORDANCE WITH THE
OF ALABAMA TO THE BE
COMMENCING AT THE NO
31, TOWNSHIP 4 SOUTH
DISTANCE OF 50 FEET
00°49'38" EAST A DIST
DISTANCE OF 104.27 FE
101.61 FEET TO A CAPP
CAPPED STEEL ROD FO
CONCRETE MONUMENT;
THENCE RUN NORTH 89
SOUTH 89°52'14" WEST
WEST A DISTANCE OF 1
DISTANCE OF 50.03 FE
DISTANCE OF 140.12 FE
THE POINT OF BEGINNIN
I FURTHER CERTIFY THAT
20, 2020 AND FOUND T
ACCORDING TO MY SURV
14th DAY OF JANUARY,
WILLIAM G. LUKER
ALABAMA LICENSE NO.
REPRESENTING PROPERTY
NOTED OTHERWISE.
ERENCED TO ALABAMA
NE NAD83 (2011).
NY TITLE OR EASEMENT
BLE ON THE GROUND OR
CE.
PLOTTED FROM THE
OF GRELOT ROAD FROM
RED BY DAVID VOLKERT &
EERS DATED NOVEMBER 9,
NOT FOUND.
SCALE
0
120
ft.
PROPERTY SURVEY
7241, 7251, 7261 & 7271
GRELOT ROAD
MOBILE, ALABAMA
NO. DATE DESCRIPTION BY
DATE 1/14/2026
DRAWN BY: J.S.M.
CHECKED BY: W.G.L.
CLIENT NAME: STEVE COONER
JOB NO.: 25-1011
F.B. NO.: 1152
SHEET 1 OF 1
This drawing is the property of Sprott Associates and is not to be reproduced or changed in whole or in part. It is only to be used for the project and site specifically identified herein. The drawing and/or related work represented thereby shall not be assigned to the use of this drawing shall be presumed to be the intent of the law.
LICENSED
No. 14693
PROFESSIONAL
LAND SURVEYOR
WILLIAM G. LUKER
NOT VALID WITHOUT EMBOSSED OR INK SEAL
Z:\Files\users\Janet\Surveys\2025 Survey Jobs\25-1011 7241, 7251 & 7261 Grelot Road Survey Re-Zoning\Survey Re-zoning Lidar Lots 7241, 7251 & 7261 Grelot Road.dwg, Jan 14, 2026 - 8:51:25AM, CAD3

LOT 7251 GRELOT ROAD

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00°49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89°23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89°23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00°36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89°30'36" EAST A DISTANCE OF 2.79 FEET TO A POINT, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°30'36" EAST A DISTANCE OF 104.62 FEET TO A POINT; THENCE RUN SOUTH 00°07'44" EAST A DISTANCE OF 190.27 FEET TO A POINT; THENCE RUN NORTH 89°15'39" WEST A DISTANCE OF 104.35 FEET TO A POINT; THENCE RUN NORTH 00°12'47" WEST A DISTANCE OF 188.03 FEET TO POINT OF BEGINNING; LOT CONTAINS 0.45 ACRES.

LOT 1 LIBERTY SUBDIVISION MBK 118 P 63 AND LOT 7261 GRELOT ROAD

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00°49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89°23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89°23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00°36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89°30'36" EAST A DISTANCE OF 2.79 FEET TO A POINT; THENCE RUN SOUTH 00°12'47" WEST A DISTANCE OF 188.03 FEET TO A POINT; THENCE RUN NORTH 89°41'46" WEST A DISTANCE OF 208.45 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 89°28'54" WEST A DISTANCE OF 14.74 FEET TO A CAPPED STEEL ROD FOUND(POLY); THENCE RUN NORTH 12°21'04" WEST A DISTANCE OF 50.03 FEET TO A CAPPED STEEL ROD FOUND(POLY); THENCE RUN NORTH 00°13'57" WEST A DISTANCE OF 140.12 FEET TO A PK NAIL SET; THENCE RUN SOUTH 89°05'24" EAST A DISTANCE OF 25.04 FEET TO THE POINT OF BEGINNING; LOT CONTAINS 0.96 ACRES.

LOT 7241 GRELOT ROAD

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00°49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89°23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89°23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00°36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89°30'36" EAST A DISTANCE OF 107.41 FEET TO A POINT, ALSO BEING THE POINT OF BEGINNING; THENCE RUN NORTH 89°30'36" EAST A DISTANCE OF 104.34 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00°07'43" EAST A DISTANCE OF 192.50 FEET TO A REBAR FOUND; THENCE RUN NORTH 89°15'39" WEST A DISTANCE OF 104.35 FEET TO A POINT; THENCE RUN NORTH 00°07'44" WEST A DISTANCE OF 190.27 FEET TO THE POINT OF BEGINNING; LOT CONTAINS 0.46 ACRES.

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 28, 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 23, 2026

Neighborhood Meeting Time: 5:30 P.M. to 6:30 P.M.

Neighborhood Meeting Location: Covenant Church (EdgeBuilding in rear) 7150 Hitt Road

_____

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: Steven Cooner
(First Name & Last Name)

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

X Steven D. Cooner Date: 4-28-26

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.



3/28/26

My name is Steve Cooner, we held a neighborhood meeting on March 12. My mother-in-law passed away at the same time all this was going on and we only had 4 days from March 12 meeting - March 16 to submit the application.

Because of time in skipping to the next month's commission meeting. The city required that I hold another neighborhood meeting.

The notes from the first meeting will be entered into the minutes of the second meeting.

If you were at the last meeting, please note that I am lowering my request from the (LB-2) Zone that the Remax building has next door to (B-1).

If you have any more questions, please feel free to come. Jimmy Lyon and I will be there as before.

April 23, 2026 between 5:30 PM and 6:30 PM at the same location 7150 Hitt Rd., behind Covenant Church in the youth building called "The Edge."

At center are 7271, 7261, 7251, 7241, Grelot Rd.

If you're OK with the B1 Zoning and you have no more questions please don't feel like you have to come. Please note that instead of 1 1/2 hrs. we will only be there at 1 hour this time.

Exit Reality Lyon, [redacted]

The neighborhood meeting will be held at the following date time and location: Thursday, April 23, 2026. 5:30 PM through 6:30 PM.

As before, it's at the "The Edge," behind the Covenant Church at 7150 Hitt Rd. 36695.

Note: Commission Meeting May 2PM

NEIGHBORHOOD MEETING MINUTES

Rezoning Application – R-1 to B-1

Date	April 23, 2026
Time	5:30 PM – 6:30 PM
Location	Covenant Church, 7150 Hitt Road, Mobile, AL (Church Building – Rear)
Project Address	7241, 7251, 7261, and 7271 Grelot Road, Mobile, Alabama
Attendees	8 neighboring residents (see attached sign-in sheet)

Parties Present

- **James (Jimmy) Lyon and Susan Lyon**, Exit Realty Lyon – Meeting hosts; Assisting the property owner with change of zoning for listing purposes. Sue Lyon notes taker.
- **Steve Cooner** – Property Owner
- **Jerry Luker, Speaks & Associates Engineering** – Project engineer
- 8 neighboring residents *(names on sign-in sheet)*

Purpose of the Meeting

This neighborhood meeting was convened to inform nearby residents of a pending application to rezone the subject properties at 7241, 7251, 7261, and 7271 Grelot Road, Mobile, Alabama from R-1 (Single Family Residential Suburban District) to B-1 (Buffer Business Suburban District).

Background

The meeting hosts, James and Susan Lyon of Exit Realty Lyon, are assisting property owner Steve Cooner with the application to change the zoning on his 4 lots from R-1 to B1 and will most likely be listing the lots for sale in the future. The properties are considered most conducive to business zoning given that an existing commercial strip building with four to five tenants is located adjacent to the subject lots.

This was the second neighborhood meeting held regarding these properties. At the initial meeting, the proposed rezoning was from R-1 to LB-2. However, neighboring homeowners attending the first meeting—whose properties back up to the subject lots—objected to certain types of businesses permissible under LB-2 zoning. In response to

those concerns, the applicant is revising the zoning request to B-1 per discussion in the first meeting.

Presentation Summary

The meeting hosts provided an overview of the proposed rezoning application, explaining the distinction between R-1 (Single Family Residential Suburban District) and B-1 (Buffer Business Suburban District) zoning designations. One attendee independently researched the B-1 classification online to obtain a more detailed list of permissible business types under that zoning category. He shared that information with the group.

A property survey with topographic information was made available on a table at the front of the room for attendees to review and examine before, during, and after the meeting.

Questions and Discussion

Following the presentation, the meeting was opened for questions from the attending neighbors.

Question from Mr. Friend:

- What types of businesses are permitted on these properties under B-1 zoning?
- How close can structures be built to the existing fence line?

Response:

Project engineer Jerry Luker addressed both questions. He explained the typical property setback requirements applicable to commercial development and confirmed the types of businesses that are permissible under B-1 zoning. His responses were further confirmed by James Lyon.

Questions from Jaimin Tenz:

- Mr. Tenz noted that his neighborhood has three entrances and asked whether traffic accessing the proposed B-1 properties could cut through the neighborhood.
- He also asked about lighting associated with a B-1 development and how it might affect the surrounding residential area.

Response:

Steve Cooner and James Lyon addressed the cut-through traffic question. Jerry Luker addressed the lighting question.

Question from Tonyea Weber:

- Ms. Weber asked for confirmation that the B-1 zoning classification would appear on the permit.

Response:

Jerry Luker, Project Engineer, confirmed that the application has been filed with the B-1 zoning designation as requested and recommended at the first meeting.

Question from Tonyea Weber (Lot 2 Drainage):

- Ms. Weber asked about a large drainage pipe running through Lot 2 and how its presence would affect future development of that parcel.

Response:

James Lyon explained that Lot 2 may be priced lower to account for the large pipe running through it, as relocating the pipe would likely be very costly for a future buyer but the lot would still accommodate a building.

Question from Mr. Friend (Retention Pond):

- Where would the retention pond be located?

Response:

Jerry Luker explained that if the four lots are purchased separately, each lot would have its own individual retention area as submitted and approved by any new owners development /building plans submitted. However, if a single buyer or company were to purchase all four lots together, the retention area would most likely be consolidated along the rear of all four lots.

Additional Questions Submitted by Tonyea Weber (suggested by an attorney friend of Ms. Webers.

Mr. Friend prompted Ms. Weber to ask questions from an attorney friend she had consulted with. Ms. Weber shared the following list of attorney-prepared questions along with the responses provided at the meeting.

Q1: Will the rezoning application include a site plan and description of the proposed property use?

Jerry Luker confirmed that it will. He also advised that once the permit application is submitted, a staff report will be generated. That report typically includes the city's recommendations and addresses traffic, buffering, drainage, and compatibility with nearby properties.

Q2: Can the neighbors obtain a copy of the staff report?

Jerry Luker clarified that the staff report is not available in advance; it is produced and provided to parties after the permit application has been officially submitted.

Q3: Are there records showing when the subject properties were annexed into the City of Mobile and what zoning they received at that time?

James Lyon and Jerry Luker explained that when the City of Mobile annexed the Grelot Road properties several years back, those parcels (which had no prior zoning designation being located in the county)—were automatically defaulted to R-1 zoning. This is the reason a rezoning application is now necessary, as R-1 is not compatible with the current and anticipated use of the area the lots are in.

Q4: Is there evidence of past commercial use of the property, including permits, licenses, or approvals?

Steve Cooner stated that when he purchased the property, buildings were already present on the site, and he operated Cooner Roofing from that location for several years. James Lyon added that Beech Cabinets also operated on the property for many years—the owner had lived in a house on the parcel with the cabinet shop located behind it, and the business ran until Mr. Beach's passing. A real estate office and at least one other business also operated there at various times, though James Lyon could not recall the name of either.

Q5: What does the current zoning map and the City's future land use map show for the Grelot Road properties?

The meeting hosts advised Ms. Weber and the other neighbors that this information was not available at the meeting, but that they may be able to obtain it by contacting the City of Mobile directly.

Q6: Is there any traffic, drainage, or utility information related to how the property would be developed?

Jerry Luker advised that when a buyer purchases the property and submits development or building plans, the neighboring residents should be notified and should have access to relevant development information at that time.

Adjournment

With all questions addressed, the meeting was called to a close at 6:08 PM. These minutes were typed and transcribed for clarity. The applicant's signature is by the minute's taker and the hand-written notes are signed by the property owner to attests to the accuracy of this summary.

Prepared By

Susan Lyon, Exit Realty Lyon

Date: April 23, 2026

Signature: _____

Note: Sign-in sheet listing the names of the eight neighbors in attendance is attached to these minutes.

Neighborhood Meeting

Date: 4-23-26

Time: 5:30 PM

Location of Neighborhood Meeting: Covenant Christian Church

Project Location: 7241, 7251, 7261, 7271 Grelot Rd

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

_____

_____

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

X [redacted] Date:

Neighborhood Meeting

Date: 4-23-26

Time: 5:30 PM

Location of Neighborhood Meeting: Covenant Christian Church

Project Location: 7241, 7251, 7261, 7271 Grelot Rd.

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

[redacted]

Neighborhood Meeting Summary

Meeting Date: April 23, 2026

Meeting Time: 5:30

Meeting Location: _____

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

Said why here - changing zoning from R1 to B1
Q What's difference? Participant explained based on information sheets describing what type of business can go there & read from the website.

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

Sign in sheet - passed around on clipboard
Property survey with TOPO - on table and accessible to anyone that wants to see/study them.

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):

Q Mr. Friend asked what type of properties/business can go there. Also asked how close any thing could be built up to the fence. A Jerry Luker Project engineer. answered about the setbacks confirming what James Lyon said

Q Their neighborhood has 3 entrances so will any traffic in the B1 property cut through their neighborhood. Also asked about lighting. Answered by Steve Cooner, Jimmy Lyon, & Lighting addressed by Jerry Luker.

Neighborhood Meeting Summary

Date: _____ **Meeting Location:** Covenant Christian Church

Applicant: _____ **Application:** _____

(Meeting summary, continued)

Q 1) Tonya Webb asked for confirmation that the zoning classification of B1 will be on the permit. Jerry Lukes, project engineer, confirmed the application has been filled out with B1

Q Tonya Webb - asked about the Lot 2 that has drainage from it (pipe). Jimmy Lyon says that Lot 2 may be parked. Lower in consideration

Q Mr. Friend ask where would retention pond go. Jerry Lukes says seperate retention by 4 different owners. But if 1 person/company bought all 4 lots - they would most likely put retention pond across the back of all 4 lots.

Mr. Friend asked if any questions were answered (Q from list)
Q asked about zoning application & if NO could confirm B-1, Jerry said yes it is B1.
Q Planning commission staff report - Jerry will get when avail
Q Current zoning map & City's Thru use map for Euler Rd - N/A to this
Q When property was brought into City - Tonya & Lyn explained about property being annexed into the city & mobility & auto zoned B1
Q neighbors will be notified when new owner develops & builds.
Q was is there any traffic, access, drainage, & utility info related to how property would be developed.

No further questions so meeting was ended

get update from Tonya for Q

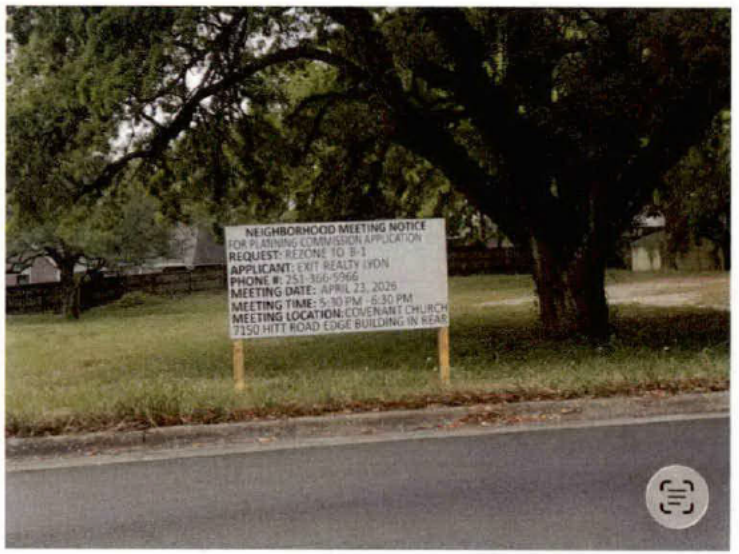
If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 6:08 pm.

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

X Steven Derrick Bower **Date:** 4/23/2026

[redacted]


NEIGHBORHOOD MEETING NOTICE
FOR PLANNING COMMISSION APPLICATION
REQUEST: REZONE TO B-1
APPLICANT: EXIT REALTY LYDN
PHONE #: 251-366-5966
MEETING DATE: APRIL 23, 2026
MEETING TIME: 5:30 PM -6:30 PM
MEETING LOCATION: COVENANT CHURCH
7150 HITT ROAD EDGE BUILDING IN REAR

Outlook

ZON-UDC-003682-2026 Steven D. Cooner Rezoning

[redacted]

Some people who received this message don't often get email from gregwgolden@hotmail.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.

Re;
7241 Grelot Road
ZON-UDC-003682-2026
Steven D. Cooner
Rezoning

Dear Commission Members:

My wife and I live in the Smithfield neighborhood directly across Grelot Road from the property Mr. Cooner is requesting to rezone and develop.

Wilderness Road is 100 feet from Mr. Cooner's property. It is one of the two primary neighborhood entrances to Smithfield that would be immediately and adversely affected by additional traffic along Grelot Road.

We DO NOT wish to see this proposed zoning change go forward. This is a safety concern for us.

Any additional traffic in the area of Grelot Road fronting Mr. Cooner's property will detract from the safety and quality of life in the Smithfield, Brentwood, Westchester, Brockton Place, Cameron Place, and Stonehedge neighborhoods. The entrance to and egress from these six neighborhoods along this one-mile section of Grelot Road would certainly be adversely affected by additional traffic resulting from the granting of Mr. Cooner's proposal.

Grelot Road is a rarely-patrolled 5-lane "raceway" connecting Cody Road and Schillinger Road. Drivers who try to abide by the posted 40 mph speed limit are routinely overrun by drivers passing by who consider this stretch of road to be their dragstrip. Exiting these six neighborhoods nowadays requires reaching the center lane and waiting for an opportunity to merge safely into traffic. This is a challenge and concern, day or night.

Signage currently at the Grelot Road traffic circle directs vehicles from the western parts of Mobile County to use eastbound Grelot Road as their best route to Interstate 10. This alone has increased traffic

on the very mile that all six of the aforementioned neighborhoods must use. We don't need to encourage more traffic, and would prefer to see less.

Please do not approve any rezoning or development that would add to the complexity of safely navigating Grelot Road, which is currently needed and used by fully a thousand households in the City of Mobile.

Thank you.

[redacted]

Outlook

Steven D. Cooner (ZON-UDC-003682-2026)

[redacted]

Good morning,

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. **Neighborhood Meeting Documentation:** Neighborhood Meeting documentation from a meeting held on March 12, 2026, was submitted; however, this date does not meet the required timeframe for consideration of the rezoning request at the May 21 Planning Commission meeting.

   Based on the attached Neighborhood Meeting Packet, the earliest eligible meeting date for the May 21 Planning Commission agenda is **March 23, 2026**. Therefore, Planning and Zoning cannot accept the submitted Neighborhood Meeting documentation for this cycle.

   A new Neighborhood Meeting will be required and must be held **no earlier than March 23, 2026**, and **no later than April 30, 2026**. All required notices and signage must comply with the prescribed timelines outlined in the attached packet.

   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.

2. **Legal Descriptions:** Please note that complete legal descriptions for each subject property—clearly defining the full boundaries of the rezoning sites—are required to calculate City Council advertising fees.

   Following the Planning Commission's recommendation, these legal descriptions must be submitted to the Planning and Zoning Department for review before the application can proceed to City Council for final consideration.

   - The Revenue Commission summaries provided are insufficient as they do not accurately describe each property. Please refer to your deed(s) or survey(s) for complete legal description of each property.

3. **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 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 April 20, 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 automatically held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline. Holdovers will be charged another application fee, including postage for the Planning and Zoning Department to resend public hearing notices.

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

Regards,
Logan Anderson
Principal Planner II
Planning & Zoning


Outlook

Re: Steven D. Cooner (ZON-UDC-003682-2026)

[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, May 6, 2026**.
   Note: To date, only a photograph of the Neighborhood Meetings sign has been received, but it is not time or date stamped, as required.
2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.

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. 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:
If the required Neighborhood Meeting documentation is not received by **May 6, 2026,** the application will be automatically held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline. Holdovers will be charged another application fee, including postage for the Planning and Zoning Department to resend public hearing notices.

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]

[redacted]

Good morning,

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. **Neighborhood Meeting Documentation:** Neighborhood Meeting documentation from a meeting held on March 12, 2026, was submitted; however, this date does not meet the required timeframe for consideration of the rezoning request at the May 21 Planning Commission meeting.

   Based on the attached Neighborhood Meeting Packet, the earliest eligible meeting date for the May 21 Planning Commission agenda is **March 23, 2026**. Therefore, Planning and Zoning cannot accept the submitted Neighborhood Meeting documentation for this cycle.

A new Neighborhood Meeting will be required and must be held **no earlier than March 23, 2026**, and **no later than April 30, 2026**. All required notices and signage must comply with the prescribed timelines outlined in the attached packet.

Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026.**

2. **Legal Descriptions:** Please note that complete legal descriptions for each subject property—clearly defining the full boundaries of the rezoning sites—are required to calculate City Council advertising fees.

   Following the Planning Commission's recommendation, these legal descriptions must be submitted to the Planning and Zoning Department for review before the application can proceed to City Council for final consideration.

   - The Revenue Commission summaries provided are insufficient as they do not accurately describe each property. Please refer to your deed(s) or survey(s) for complete legal description of each property.

3. **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 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 April 20, 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 automatically held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline. Holdovers will be charged another application fee, including postage for the Planning and Zoning Department to resend public hearing notices.

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

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



Agenda Item # 09

ZON-UDC-003682-2026

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

Applicant Materials for Consideration

DETAILS

Location:
7241, 7251, 7261, and 7271 Grelot Road

Applicant / Agent:
Steven D. Cooner / Jimmy Lyon

Property Owner:
Steven D. Cooner

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

Proposed Zoning:
B-1, Buffer 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-1 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. An office building lies to the east.

APPLICATION NUMBER 9 DATE May 21, 2026

APPLICANT Steven D. Cooner

REQUEST Rezoning from R-1 to B-1

N

NTS

SITE HISTORY

The Planning Commission approved a one-lot subdivision of a portion of the site (7271 Grelot Road) in 2008 while the property was in unincorporated Mobile County but within the City of Mobile's extraterritorial planning jurisdiction. The plat was subsequently recorded in the Mobile County Probate Court as *Liberty Subdivision*. Since that time, however, the lot has been reconfigured to incorporate an adjoining parcel to the east (7261 Grelot Road) and is now described by metes and bounds.

The remaining three (3) parcels associated with this request are also described by metes and bounds.

The site was annexed into the City of Mobile in 2023 and assigned an R-1, Single-Family Residential Suburban District, zoning classification.

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:

Shared driveway access and cross access will be required between the show sites. Sites are limited to one shared driveway access to Grelot Road with 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 site from R-1, Single-Family Residential Suburban District, to B-1, Buffer Business Suburban District. No development is currently proposed for any of the parcels associated with the request; however, the applicant states that the rezoning would allow small business establishments intended to serve residents of the surrounding area. 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 surrounded primarily by properties zoned R-1, Single-Family Residential Suburban District, except for an adjacent property to the east zoned LB-2, Limited Neighborhood Business Suburban District, which received that zoning classification upon annexation into the City. Surrounding land uses are predominantly residential in character, with the LB-2 property developed with a single multi-tenant building occupied primarily by office-type uses and one nail salon.

The site's Future Land Use Map (FLUM) designation is Mixed Commercial Corridor (MCC), which supports a range of retail and service uses intended to serve surrounding neighborhoods and the broader community. However, the Comprehensive Plan and Future Land Use Plan are intended to serve as general guidance rather than a parcel-specific mandate for development. The Unified Development Code (UDC) further provides that rezoning requests

should be evaluated based on surrounding development patterns, compatibility, and the appropriateness of the proposed zoning classification.

This portion of the Grelot Road corridor has remained predominantly residential in character since at least the late 1980s, as evidenced by aerial photography, and is developed largely with established single-family residences. While limited non-residential uses exist in the area, commercial development along this stretch of the corridor is sparse and widely separated. Beyond the adjacent LB-2 property, the next closest commercial use is approximately 720± feet to the east and consists of a convenience store with gasoline sales. Additional commercial uses are located nearly one mile to the west and include a carpet and flooring wholesaler and another convenience store with gasoline sales. The spacing between these commercial uses suggests the corridor has not developed with a continuous or concentrated commercial character.

Although the applicant states that the rezoning would allow small business establishments to serve area residents, no specific development, site plan, or use has been proposed in conjunction with the request. As such, the potential use and development intensity permitted under the requested B-1 zoning classification remain speculative. Without a defined development proposal, it is difficult to evaluate how future commercial development would align with the established residential development pattern or whether it would be compatible with surrounding land uses. While the nearby office and service-oriented uses may support limited neighborhood-scale commercial activity, they do not appear to establish a broader commercial development trend along this portion of the corridor.

Additionally, the applicant has not demonstrated that the existing zoning classification was applied in error, nor that conditions in the area have changed substantially enough to justify expanding commercial zoning into an otherwise residential corridor. Although the request may generally align with the broad MCC designation of the FLUM, the request may not sufficiently demonstrate compatibility with the surrounding area or consistency with the existing development pattern. Expanding commercial zoning absent a defined development proposal could incrementally erode the residential character of the corridor and encourage additional non-residential rezonings in the future.

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 could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE May 21, 2026

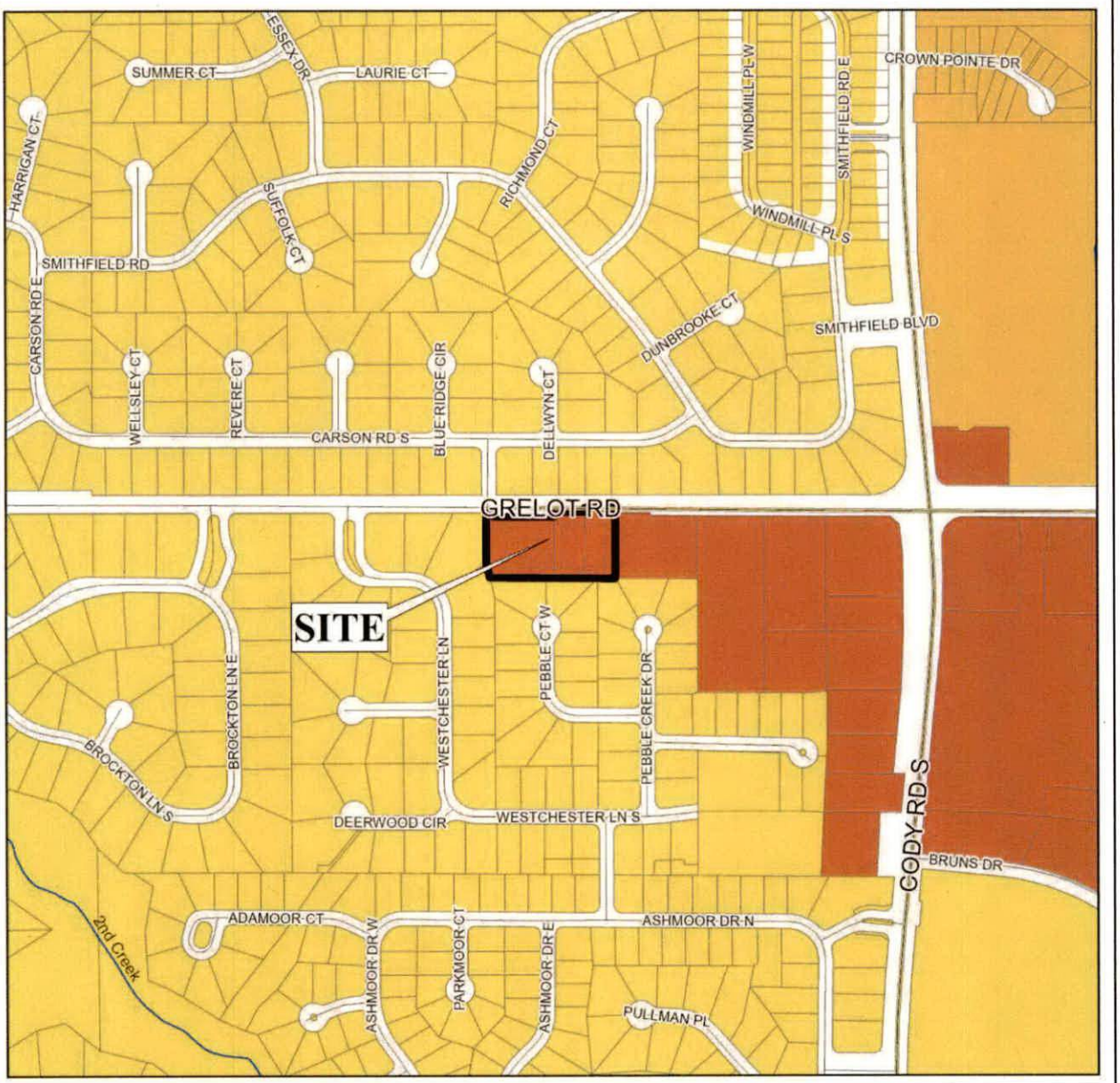
APPLICANT Steven D. Cooner

REQUEST Rezoning from R-1 to B-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE May 21, 2026

APPLICANT Steven D. Cooner

REQUEST Rezoning from R-1 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. An office building lies to the east.

APPLICATION NUMBER 9 DATE May 21, 2026

APPLICANT Steven D. Cooner

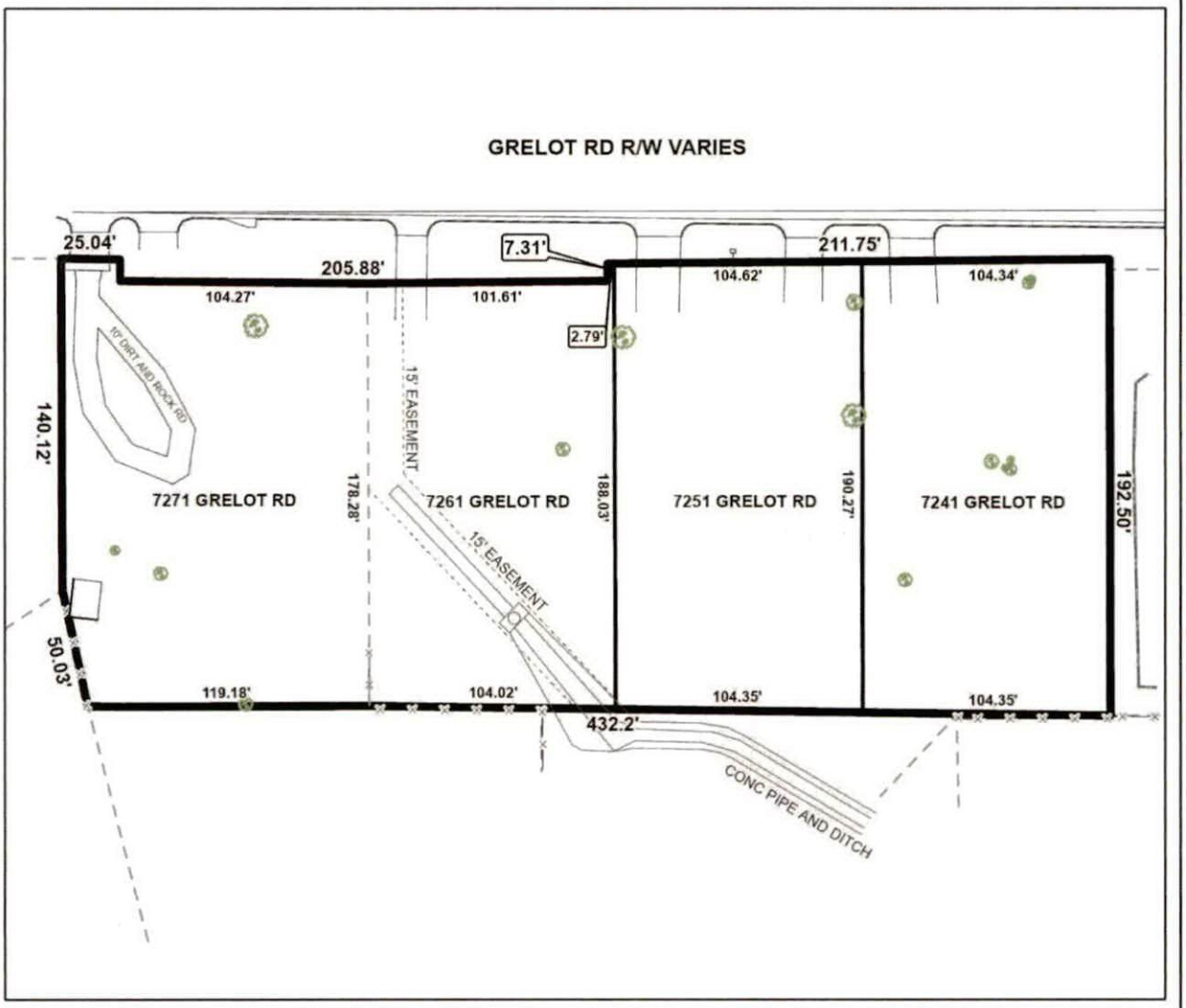
REQUEST Rezoning from R-1 to B-1

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

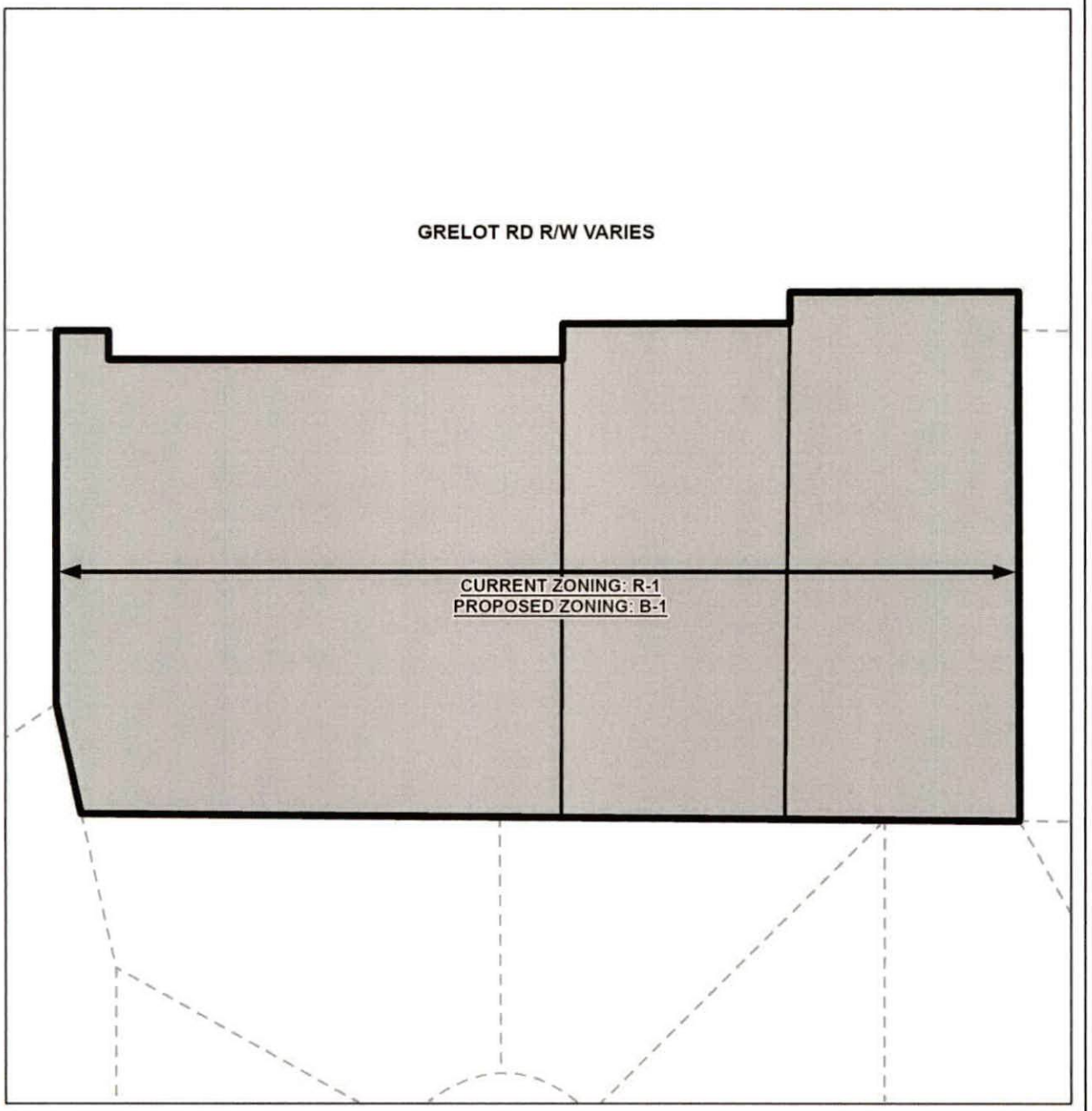
SITE PLAN



The site plan illustrates proposed zoning, current lots, and easements.

APPLICATION NUMBER 9 DATE May 21, 2026	N
APPLICANT Steven D. Cooner	
REQUEST Rezoning from R-1 to B-1	NTS

DETAIL SITE PLAN



APPLICATION NUMBER 9 DATE May 21, 2026

APPLICANT Steven D. Cooner

REQUEST Rezoning from R-1 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 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

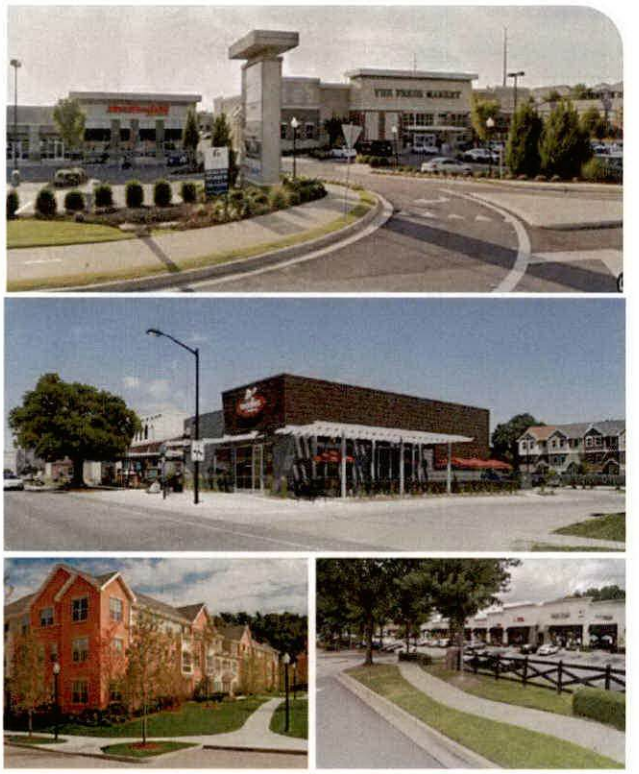
Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



41- **2022**

R E S O L U T I O N

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

Adopted:

_____
City Clerk