AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, August 4, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Pastor Tony Legear, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   July 28, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **MONTHLY FINANCE REPORTS**

9. **ADOPTION OF THE AGENDA**

10. **APPEALS**

    Request of Reverend Nicholas J. Napolitano for a waiver of the Noise Ordinance at

217 S. Sage Avenue on October 24, 2026, from 5:00 p.m. - 10:00 p.m. (District 1).

Request of Gloria Sullivan for a waiver of the Noise Ordinance at 82 Burtonwood Drive on September 5-7, 2026, from 2:00 p.m. - 10:00 p.m. (District 7).

11. PUBLIC HEARINGS

Public hearing to fix costs for demolition of the structure at 1910 Eoline Street; $2,000.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1255 Brussels Street; $2,700.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1314 Pecan Street; $2,750.00 (District 2).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Apostle Valenia Green - provide information about the citizens affected by consumer fraud with Cotton State Barns.

Reggie Hill - FY27 budget, public safety, and economic development.

13. ORDINANCES HELD OVER

07-033 Ordinance to amend and restate Chapter 7 of the Mobile City Code and the City of Mobile's Schedule of Fines (sponsored by Mayor Cheriogotis) (submitted by Robert Shreve, City Attorney).

14. CIP RESOLUTIONS HELD OVER

01-789 Authorize Agreement with Tindle Construction, LLC for repairs to the upstairs restroom and breakroom of the Transit Building; $161,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Administrative Services).

08-790 Approve purchase order to GameTime for replacement of playground netting and rubber safety surfacing for Medal of Honor Park; $71,785.23 (sponsored by Councilmember Woods and Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

15. RESOLUTIONS HELD OVER

21-778 Authorize Professional Services Contract with Minnikin Resources Incorporated to provide governance review and improvement consulting services; NTE $90,000.00 (sponsored by Mayor Cheriogotis) (submitted by Robert Shreve, City Attorney).

08-795 Approve purchase order to Dell Marketing, LP for 50 desktop computers for MPD; $78,520.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-798 Approve purchase order to Vector Solutions, Inc. for annual renewal of software and support for managing training, qualifications, evaluations, and equipment for MFRD; $85,877.43 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-799 Authorize a one-time Cost-of-Living Adjustment for certain classes of pensioners of the Police and Firefighter's Retirement Plan (sponsored by Mayor Cheriogotis) (submitted by Kathlyn Scott, Police & Fire Pension Dept.).

25-800 Accept a Temporary Construction Easement from R-Cubed, LLC for construction of Three Mile Creek Greenway Trail Project, Segment 5 (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt. and Carleen Stout-Clark, REAM Dept.).

25-801 Grant a Non-exclusive Access Easement and right-of-way to R-Cubed, LLC for construction of Three Mile Creek Greenway Trail Project, Segment 5 (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt. and Carleen Stout-Clark, REAM Dept.).

25-802 Accept a Recreational Easement from R-Cubed, LLC for construction of Three Mile Creek Greenway Trail Project, Segment 5 (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt. and Carleen Stout-Clark, REAM Dept.).

16. CONSENT RESOLUTIONS BEING INTRODUCED

31-808 Authorize the Mayor to apply, accept, and receive a grant from the United States Department of Justice, Office of Community Oriented Policing Services for the FY2026 CPD Microgrants Program; $200,000.00 (no local match) (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt. and Curtis Graves, Public Safety).

37-809 Recommend approval to the ABC Board for issuance of a Retail Beer/Table

Wine (Off Premises Only) License to Fast Stop 4; 1395 N. University Blvd. (sponsored by Councilmember Gregory).

40-810 Fix costs for demolition of the structure at 1910 Eoline Street (sponsored by Councilmember Penn).

40-811 Fix costs for demolition of the structure at 1255 Brussels Street (sponsored by Councilmember Ingram).

40-812 Fix costs for demolition of the structure at 1314 Pecan Street (sponsored by Councilmember Ingram).

58-813 Authorize removal of weeds, Weed lien Group 1679 (sponsored by Mayor Cheriogotis).

58-814 Assess cost for removal of weeds, Weed Lien Group 1676 (sponsored by Mayor Cheriogotis).

60-815 Determine an appropriation to The Pathway School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Logan Gewin, Finance Dept.).

17. CIP RESOLUTIONS BEING INTRODUCED

01-816 Authorize Agreement with Alabama Power Company to relocate facilities within City right-of-way for construction of intersection improvements at Halls Mill and Demetropolis Roads (sponsored by Councilmember Reynolds and Mayor Cheriogotis) (submitted by Jennifer White, Traffic Eng.).

08-817 Approve purchase order to Musco Sports Lighting, LLC to repair lightning-strike damage to Medal of Honor Park Soccer Field lighting; $95,800.00 (sponsored by Councilmember Woods and Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

18. RESOLUTIONS BEING INTRODUCED

01-818 Authorize Service Contract Agreement with Kone, Inc. for elevator and escalator inspection, service, & preventive maintenance at various locations; $750,924.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

01-819 Authorize Joint Purchasing Agreement with Mobile County for bids for items

needed for construction and maintenance of roadways, sidewalks, parks, and like public facilities (sponsored by Mayor Cheriogotis) (submitted by Robert Shreve, City Attorney).

08-820 Approve award of item-based bids for medical supplies (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-821 Approve purchase order to ACTA Solutions, Inc. for subscription to ACTA Mustang Microsoft Outlook plug-in for public query responses for various City departments; $23,700.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-822 Approve purchase order to CDW Government, LLC for power supplies and mounting racks for MPD security cameras; $16,595.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-823 Approve purchase order to CDW Government, LLC for network switches, power supplies, and transceivers for Saenger Theatre and Maritime Museum; $45,588.44 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-824 Approve purchase order to Kone, Inc. to upgrade central processing units and software for Cruise Terminal elevators; $29,796.40 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-825 Approve purchase order to Major League Landscaping, LLC for storm drainage vegetation and debris removal, 2136 Sring Grove East to Summer Crossings; $21,334.28 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-826 Approve purchase order to Thomas A. Galloway for storm drainage vegetation and debris removal, Medal of Honor Park; $26,061.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-827 Approve purchase order to Steven Green for Jimmy Buffett exhibit gift shop items at the Maritime Museum; $28,495.56 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-828 Approve purchase order to Struthers Recreation, LLC for urethane top-coat material for rubber safety surfacing for MPRD; $16,872.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-829 Authorize Contract amendment with Volkert, Inc. for Broad St. Phase Ill - Broad St. from Garrity St. to Palmetto St.; $20,000 increase (sponsored by Councilmember Ingram and Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-830 Authorize Contract with Planning NEXT, LLC for revision, planning, and community engagement support for Capital Improvement Project; $135,000.00 (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-831 Authorize Contract with Round Blip, LLC for Be Like Blippi Tour kids concert; $35,000.00 (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works Dept.).

01-832 Authorize Agreement with Lyvve Investment Group, LLC, for community liaison, Africatown Welcome Center, youth jobs programming, and consulting services; NTE: $90,000.00 (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works Dept., and John Paine, Purchasing Dept.).

01-833 Authorize Agreement with RMGA Inc., d/b/a Richard Mandell Golf Architecture, for business plan and architectural consulting services for the Azalea City Golf Course; NTE $60,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept. and Shonna Smith, Parks and Public Services, Dept.).

25-834 Accept a Recreational Easement from the University of South Alabama for Segment 5 of the Three Mile Creek Greenway Trail Project (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt. and Carleen Stout-Clark, REAM Dept.).

19. CALL FOR PUBLIC HEARINGS

41-835 Call for public hearing to consider the proposed rezoning of property located at 320 and 330 Western Drive from B-3 to I-1 (scheduled for September 8, 2026) (District 1).

41-836 Call for public hearing to consider the proposed rezoning of property located at 255 Church Street from T-5.2 to T-6 (scheduled for September 8, 2026) (District 2).

41-837 Call for public hearing to consider the proposed rezoning of property located at 2665 Government Boulevard and 604 and 610 Mandrell Street from R-1 and B-2 to R-1 and B-3 (scheduled for September 8, 2026) (District 2).

41-838 Call for public hearing to consider the proposed rezoning of property located

at 2694 Government Boulevard and 2750, 2754, and 2756 Brookley Avenue from B-1 and B-2 to B-3 (scheduled for September 8, 2026) (District 2).

41-839 Call for public hearing to consider the rezoning of property located at 4460 Dauphin Island Parkway from R-1 to ML (scheduled for September 8, 2026) (District 3).

41-840 Call for public hearing to consider the proposed rezoning of property located at 4213 and 4221 Spring Valley Drive South from R-1 and R-3 to R-1 (scheduled for September 8, 2026) (District 4).

41-841 Call for public hearing to consider the proposed rezoning of property located at the NW corner of Bear Fork Road and Moffett Road from R-1 to B-3 (scheduled for September 8, 2026) (District 7).

41-842 Call for pubilc hearing to consider the application of KeCares 4U, LLC for a Certificate of Public Convenience and Necessity to operate a sedan service (scheduled for August 18, 2026).

41-843 Call for public hearing to consider the application of Midtown Cart Transpo for a Certificate of Public Convenience and Necessity to operate a golf cart service (scheduled for August 18, 2026).

20. <u>ANNOUNCEMENTS</u>

AN ORDINANCE TO AMEND AND RESTATE CHAPTER 7, MOBILE CITY CODE, 1991 AND THE CITY OF MOBILE'S SCHEDULE OF FINES

Sponsored By: Mayor Spiro Cheriogotis

WHEREAS, This Ordinance is adopted pursuant to the general police powers granted to Alabama municipalities, including those set forth in *Code of Alabama* (1975) § 11-45-1;

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

SECTION ONE: Chapter 7, Mobile City Code, 1991, is hereby amended and restated in its entirety to read as follows:

Chapter 7 - ANIMALS

ARTICLE I – General Provisions.

Sec. 7-1. Definitions

For the purpose of this chapter, the words and phrases below have the following meanings:

Abandoned animal. Any animal without an apparent owner, or any animal left, or reasonably appearing to be left, without adequate protection, care, or support.

Adult dog. Any dog over six (6) months old.

Adult cat. Any cat over six (6) months old.

Animal. A live non-human vertebrate.

Animal control officer (ACO). The Director, Assistant Director, and any enforcement officers assigned to the Mobile Animal Services.

At large. Any animal not under physical restraint and off the property of its owner, keeper, or person in charge.

Breeder. Any person who habitually or repeatedly allows any dog for which they are the owner to breed and produce offspring, regardless of the reason.

Cat. Members of the feline family.

Director. Director of the Mobile Animal Services, including any designated representative.

Dog. Member of the canine family.

High risk animal. Any animal that has any prior incident of biting or attacking another person or animal. Any exotic species such as a monkey, snake, ferret, or other non-domesticated cat or animal. Any dog classified as a breed that is frequently restricted by insurance companies for policy coverage, including specifically Doberman Pinschers, Pit Bulls or American Bull Terriers, Rottweilers, Chow Chows, Wolf Dogs, Wolf Hybrids, Presa Canario (Canary Dog), Akitas, or any mix thereof containing a significant part of the above breeds.

Keep. To confine, harbor, or allow to remain.

Kennel means any person, group of persons, or corporation engaged in the business of boarding animals.

License. A permit issued by the city required for keeping dogs within the city limits.

Livestock. Animals typically raised for home use or profit, such as cattle, horses, sheep, swine, mules, or goats. Livestock does not include poultry.

Mobile Animal Services or Animal Services. The city department charged with implementing this chapter.

Owner. Any adult members of the household where an animal is regularly kept or allowed to remain, any person who cares for an animal or acts as its custodian or who keeps it, or any person who provides an animal food and/or refuge on or about any premises occupied by that person or who harbors it in any manner. For purposes of claiming an impounded animal from Animal Services only, an owner shall be limited to include any person who can demonstrate ownership through such means as veterinary records, a notarized bill of sale, or other reliable documentation that the animal belongs to them.

Person. Any individual, partnership, company, corporation, or other legal entity.

Pet dealer. Any person who sells, barters, or exchanges for consideration a dog or animal. The term excludes the city Animal Services, governmental agency, or non-profit animal rescue or welfare organization.

Posting notice. Posting notice requires that Animal Services use any reasonable means available to provide an owner with notice. In addition to any reasonable means, any posting notice requirement is satisfied by either of the following:

(1) *Owner of animal unknown:* By Animal Services posting a photograph of the animal along with other identifying information on a web page that is accessible and viewable by the public, providing that Animal Services provides the web address information to said website at its primary physical location.

(2) *Owner of animal known*: By Animal Services making a reasonable attempt to personally serve the owner with notice, if the owner resides within the city limits of Mobile. If timely personal service is not reasonable, Animal Services may leave notice in a conspicuous place at the owners known residence if the known residence is within the city limits of Mobile. If personal service and residential notice are not feasible, then Animal Service's notice requirement can be satisfied with complying with paragraph (1) above.

Unaltered dog. A dog not spayed or neutered.

Under physical restraint. Humanely controlled by a physical leash, chain, cord, or similar means in the hands of a responsible person or humanely confined within a wall, fence, vehicle or other enclosure in such a manner to prevent it from escaping. Under physical restraint does not include the use of voice commands or electronic devices.

Vetted. Receiving routine veterinary care, including being current on all applicable vaccinations and immunizations, microchipped (if applicable) and having been spayed or neutered (if necessary).

Sec. 7-2. Mobile animal services.

(a) Mobile Animal Services is the department of the city charged with administration and enforcement of this chapter.

(b) The Director of Animal Services shall be appointed by the Mayor in the same manner as any department head of the city. The Director shall be the supervisor over the Mobile Animal Services and over the employees assigned to Animal Services. The Director shall have authority to coordinate with federal, state, and local animal rescue groups and adoption organizations to implement adoption programs, programs to stabilize and/or reduce feral cat populations, and Animal Services volunteer programs, to investigate animal complaints, to facilitate animal education programs, and implement any program to promote the city's interest in seeing that all animals are treated humanely.

(c) All enforcement officers assigned to Animal Services shall be known as Animal Control Officers (ACOs).

(d) ACOs may have full police powers, provided that the ACO has completed the appropriate training, as required by law. Any provision of this chapter referring to the Director shall also include any authorized employee acting in the Director's or Mayor’s stead and under his or her supervision.

(e) ACOs shall have the authority to issue notices of violations or municipal offense tickets for any violation of chapter 7.

(f) Nothing in this section prohibits any law enforcement officer or authorized government agent from enforcing state law or any provision of this Chapter.

Sec. 7-3. Application in the police jurisdiction.

This chapter shall only be enforced within the corporate limits of the city, as such corporate limits currently exist or may exist in the future.

Sec. 7-4. Authority to impound.

(a) To promote the city's interest in seeing that all animals are treated humanely and to ensure the well-being of residents of the city, the Director, any ACO, or city police officer is authorized to impound any animal if there is reasonable cause to believe any of the following (non-exclusive list) conditions and when at their sole discretion, doing so is necessary due to either health, safety or welfare concerns for the animal, or in the interest of public safety:

(1) The animal is the subject of an act of cruelty or neglect;

(2) The animal is at large;

(3) The animal is abandoned;

(4) That the animal recently caused injury to another person or animal and said injury occurred off the premises of the owner;

(5) The animal does not display a valid inoculation tag and the owner, if identified, does not produce proper inoculation documentation;

(6) The animal is housed or kept on, or in, any structure, building, pen or other real property not owned by the animal owner, and without the permission of the real property owner, resident, or person or entity with a possessory interest in the real property; or

(7) As otherwise authorized by state law.

Sec. 7-5. Emergency destruction of certain animals.

(a) Animal Services is authorized to immediately humanely destroy any stray, wild, or abandoned animal that is found within the city limits and which in the Director's sole discretion, either presents a direct and immediate threat to public health, safety or welfare or when such animal is either injured or diseased and reasonably past recovery.

(b) The Director is to employ the most humane means possible when exercising the authority granted in this section.

(d) This section is only applicably to dogs when such animal is either injured or diseased and reasonably past recovery.

Sec. 7-6. Non-emergency disposition of impounded animals.

(a) *Abandoned or stray dogs, cats, or livestock, when owner unknown*. Once any dog, cat, or livestock is impounded, Animal Services may post notice of said possession. If the animal is not claimed by its rightful owner within seven (7) days of Animal Services taking possession of the animal and posting notice, the animal shall be deemed abandoned and becomes the property of Animal Services and Animal Services may place the animal for adoption or transport the animal to an adoption agency or otherwise dispose of the animal.

Animals claimed within the above referenced time periods shall be returned to the owner or authorized representative only after the owner or authorized representative has provided proof of rabies inoculation (if required) and paid all required fees, including, but not limited to, the costs of all rabies and medical treatment.

(b) *Incapacitated owners*. Any animal sheltered/impounded by Animal Services when the owner is known to Animal Services to be incapacitated shall be held for seven (7) days before being deemed abandoned. After the expiration of the seven (7) days, the animal shall be deemed abandoned and becomes the property of Animal Services and Animal

Services may place the animal for adoption or transport the animal to an adoption agency or otherwise humanely dispose of the animal.

Animals claimed within the above referenced time periods shall be returned to the owner or authorized representative, only after the owner or authorized representative has provided proof of rabies inoculation (if required) and paid all required fees, including, but not limited to, the costs of all rabies and medical treatment.

(c) *Wild or feral animals*. Animal Services is authorized to dispose of said animals in any manner not inconsistent with state or federal law.

(d) *Owners known*. If in the Director's sole discretion, they determine that returning any impounded animal would pose an unnecessary risk to the health, morals, comfort, safety, or welfare to either the animal or the community, then the animal cannot be reclaimed without a valid court order, or until at the Director's sole discretion, the situation creating the unnecessary risk has been abated. If the Director determines that returning the animal would pose an unnecessary risk to the health, morals, comfort, safety, or welfare to either the animal or the community, and the owner is unwilling to surrender the animal, then the animal may remain impounded for enough time as reasonably necessary for the city to timely petition any court of competent jurisdiction under, but not limited to, Ala. Code (1975) § 6-5-122, § 13A-11-244, or § 3-6A-4 for custody of the animal or any other appropriate remedy.

Sec. 7-7. Humane traps and chemical capture methods.

(a) In order to apprehend animals in violation of this chapter that are otherwise difficult to apprehend, any ACO, city police officer or Animal Services agent is authorized to use traps designed to humanely capture such animals by placing the traps on any public property, upon the rights-of-way of any public street or highway, or upon the private property of any person who grants permission.

(b) Any ACO, city police officer, or Animal Services agent is hereby authorized to use chemical capture methods to capture animals in violation of this chapter when the use of humane traps would be ineffective and the animal is diseased or poses a danger to public safety.

Sec. 7-8 through 7-10 (Reserved).

ARTICLE II – Licensing, Vaccination, Microchipping, and Quarantine Provisions

Sec. 7-11. City licenses required for all dogs.

(a) The owner of a dog more than six (6) months old shall purchase a license from Animal Services.

(b) At the time of registration, the owner must provide proof of rabies inoculation.

(c) Exceptions.

1) A city license is not required for owners who are non-residents, temporarily within the city for a period not exceeding thirty (30) days.

2) A city license is not required for any spayed or neutered dog that is microchipped and enrolled.
3) A city license is not required for any dogs used as, or in training to be used as, a law enforcement dog or military dog.
4) A city license is not required for any dog under the care of any non-profit animal rescue or welfare organization, or government shelter.
5) A city license is not required for any dog under the care and custody of any person who possesses a current Breeder's License.

(d) If any person charged under this section obtains all appropriate licenses within thirty (30) days of being charged under this section, then it shall be an affirmative defense to prosecution under this section.

(e) Any person found guilty of a violation of this section may be punished by a fine up to $100 and assessed court costs.

Sec. 7-12. Rabies vaccination required for dogs, cats, and ferrets.

(a) An owner of a dog or cat, ferret, or other animal requiring rabies vaccination shall have the animal vaccinated for rabies when the animal has reached the age of three (3) months and annually or every three (3) years thereafter at the owner's and veterinarian's discretion.

(b) Rabies tags shall be serially numbered, bearing the year of the vaccine, and the owner shall also receive a certificate of inoculation bearing the same serial number and year.

(c) Owners shall present rabies certificates to Animal Services when registering the animal for the city's license.

(d) Quarantine is required in instance of a bite.

(1) Whenever a human being or animal has been bitten by any dog or cat and the county health department so notifies Animal Services, the Director shall give written notice to the owner that the animal must be placed in quarantine under the direct supervision of a licensed veterinarian for a period of ten (10) consecutive days after the date of the bite for the purpose of determining whether the animal is infected by rabies. The owner shall quarantine the animal as directed by the county health department. Any animal not quarantined as directed shall be subject to impoundment.

(2) All quarantine costs shall be at the owner's expense regardless of where the animal is being quarantined.

(3) When, after a reasonable investigation, the Director determines that the animal is unowned, the animal shall be either quarantined by Animal Services, or it may be humanely destroyed and submitted for rabies examination to the state department of public health.

(4) Any owner may relinquish, in writing, the ownership of an animal to the Director for the purpose of humanely destroying the animal to enable immediate testing to be performed on the animal by the department of health.

(5) It shall be unlawful for the owner of an animal to refuse to comply with any lawful order of the Director or the county health department given to enforce this section.

(6) It shall be unlawful for any owner to sell, give away, transfer to another location or otherwise dispose of any animal in quarantine until it is released from quarantine by a qualified veterinarian, the Director, or other office duly authorized under state law.

(e) In the event a rabies tag provided for in section 7-12(a) is lost, a new tag and certificate may be issued by the veterinarian who issued the original tag. The new certificate shall be marked "duplicate" and shall include the new tag number.

(f) Any person found guilty of a violation of Section 7-12(a) may be punished by a fine up to $100 and assessed court costs. Any person found guilty of a violation of section 7-12(d)(5) or section 7-12(d)(6) may be punished as provided in Chapter 1, Article II, Mobile City Code (1991).

Sec. 7-13. - Breeding & sales of dogs

(a) Requirements of Dog Breeders.

(1) No person shall operate as a dog breeder within the city limits of Mobile without a Breeder's License issued by the Director of Animal Services, which shall be renewed each year that the owner is in operation.

(2) Unless otherwise authorized by the Director, no breeder shall have more than eight (8) adult dogs kept within the city limits.

(3) Upon application of a Breeder's License, the breeder shall list all of the adult intact dogs they keep inside the city limits. The breeder shall also allow Animal Control to inspect the premises where the dogs will be kept as part of the license approval process.

(4) In general, any person having been issued a Breeder's License, shall adhere to all applicable ordinances in this chapter.

(5) Breeders shall take reasonable measures to separate all intact adult dogs of opposite sex from each other, except during sessions where breeding between a pair is deliberately being induced.

(6) Any person found to be a breeder of dogs as defined in this chapter but has not already been approved for a Breeder's License shall take appropriate measures to correct the problems within 30 days by any of the following methods:

i. Obtain a Breeder's License,

ii. Have any intact adult dog spayed or neutered,

iii. Have any intact adult dogs euthanized by a licensed veterinarian, or

iv. Transfer ownership of any intact adult dog and provide Animal Control contact information for the new owner of the dog(s).

(b) Requirements of Sellers.

(1) No dog(s) shall be offered for sale, gift, or other transfer of ownership on or from any public street, roadway, right-of-way, sidewalk, or park. Additionally, no dog(s) shall be offered for sale, gift or other transfer of ownership from any private property of another without expressed written permission of the property owner or authorized representative.

(2) No dog(s) shall be offered for sale, gift, or other transfer of ownership unless the seller provides the buyer, at the time of sale, with the following:

(a) A signed State of Alabama Certificate of Health from a licensed, accredited veterinarian;

(b) A negative fecal examination report from a licensed, accredited veterinarian which is dated no more than ten (10) days before the date of sale; and

(c) A microchip registration form.

(3) No dog(s) shall be offered for sale, gift, or other transfer of ownership, until the animal has reached the age of nine (9) weeks, as established by information included in the State of Alabama Small Animal Health Certificate.

(4) All dogs offered for sale, gift, or other transfer of ownership must be implanted with an identifying microchip. The microchip number must be provided on the microchip registration form provided to the purchaser or transferee at the time of sale or transfer of ownership.

(5) Any dealer offering a dog(s) for sale, or gift, or other transfer of ownership shall be able to produce copies of all required documentation for each dog being offered for sale at the request of an animal control officer of law enforcement officer.

(6) This section shall apply to any person inside the city limits, other then the below referenced exceptions, offering dogs for sale, gift, or other transfer of ownership.

(c) Exemptions.

(1) This section does not apply to any dog used as, or in training to be used as, a Service Animal, in accordance with the Americans with Disabilities Act.

(2) This section does not apply to any dog used as, or in training to be used as, a legitimate Search and Rescue Dog.

(3) This section does not apply to any dogs used as, or in training to be used as, a law enforcement dog or military dog.

(4) This section does not apply to any non-profit animal rescue or welfare organization, or government shelter.

(d) Any person found guilty of a violation of this section may be punished by a fine up to $200 and assessed court costs for a first offense and a fine up to $500 and assessed court costs for any subsequent violation.

Sections 7-14 through 7-19 (Reserved).

ARTICLE III – Shelter and Care and At Large Provisions.

Sec. 7-20. Shelter and care of animals.

(a) It shall be unlawful for any owner to keep or maintain any animal indoors or in an outdoor pen or enclosure, in such an unsanitary condition that risks the life or health of any animal or person.

(b) Shelters for animals who live out-of-doors shall be at least a three-sided, roofed, adequately drained, well-ventilated, moisture-proof structure with suitable flooring, of suitable size to accommodate the animal, that protects from the elements of weather, wind, water, heat, cold and shall be adequately cleaned to remove excreta and other waste materials so as to minimize disease and odor.

(c) Any person found guilty of a violation of this section may be punished by a fine up to $300 and assessed court costs.

Sec. 7-21. Tethering. (Reserved)

(See Senate Bill 361, also known as “Beau’s Law”)

Section 7-22. Animals at large.

It shall be unlawful for the owner, keeper, or person in charge of any animal to fail to keep any animal under physical restraint at all times when the animal is away from the owner's premises. Any person found guilty of a violation of this section may be punished by a fine up to $100 and assessed court costs for a first offense, and a fine up to $300 and assessed court costs for any subsequent violation.

Exemptions.

(a) This section shall not apply to any animal used as a Service Animal, in accordance with the Americans with Disabilities Act, while acting in its official capacity.
(b) This section shall not apply to any animal used as a legitimate Search and Rescue Animal.
(c) This section shall not apply to any animal used as a law enforcement animal or military animal.

Sec. 7-23 Aggravated animals at large.

It shall be unlawful for the owner, keeper, or person in charge of any animal to fail to keep any animal under physical restraint at all times when the animal is away from the owner's premises and the animal either bites, scratches, or causes injury to another person or animal, or aggressively charges or chases another person or animal, or causes damage to property of another, shall be guilty of Aggravated Animal at Large.

This Section shall apply to any animal in a designated dog park if the animal either bites, scratches, or causes injury to another person or animal.

Exception: This section shall not apply to any animal used as a law enforcement animal or military animal.

Any person found guilty of a violation of this section may be punished as provided in Chapter 1, Article II, Mobile City Code (1991).

Sec. 7-24. Duty to restrain high-risk animals.

It shall be unlawful for the owner, keeper, or person in charge of any high-risk animal to fail to keep the high-risk animal under physical restraint at all times whether or not the animal is upon or away from the owner's premises. Any person found guilty of a violation of this section may be punished by a fine up to $100 and assessed court costs for a first offense, and a fine up to $500 and assessed court costs for any subsequent violation.

Exemptions.

(a) This section shall not apply to any animal used as a Service Animal, in accordance with the Americans with Disabilities Act, while acting in its official capacity.
(b) This section shall not apply to any animal used as a legitimate Search and Rescue Animal.
(c) This section shall not apply to any animal used as a law enforcement animal or military animal.

Sec. 7-25. Abuse, Neglect or Cruelty. (Reserved)

(See Ala. Code (1975) § 13A-11-240 to § 13A-11-247)

Sections 7-26 through 7-29 (Reserved).

ARTICLE IV – Public Nuisances, Hoarding, and Other Prohibited Activities.

Sec. 7-30. Public nuisances.

It shall be unlawful for any person to fail to exercise the necessary care and control to prevent an animal in his or her possession or care from creating a public nuisance. For purposes of this section, an animal is a public nuisance if the animal:

(1) Habitually makes disturbing noises including, but not limited to crowing, barking, yelping, whining, or other utterances, causing unreasonable annoyance or discomfort to others in close proximity to the premises where the animal is kept;

(2) Creates unsanitary conditions or offensive and objectionable odors in enclosures or surroundings and, thereby creates unreasonable annoyance or discomfort to persons in the close proximity to where the animal is kept; or

(3) Damages property belonging to anyone other than its owner, including damage to flowers, gardens, and shrubs.

Any person found guilty of a violation of this section may be punished by a fine up to $100 and assessed court costs for a first offense, and a fine up to $500 and assessed court costs for any subsequent violation.

Sec. 7-31. Hoarding.

(a) It shall be unlawful for any person to keep more than five (5) adult dogs or more than five (5) adult cats on any property which is under a half-acre in size.

(b) In its sole discretion, Mobile Animal Services may authorize a person to exceed the number of animals in paragraph (a) if it determines that the proposed number of animals can be cared for humanely without creating a public nuisance or unsanitary conditions that risks the life or health of any animal or person. Mobile Animal Services can revoke this authorization if, in its sole discretion, it determines that the actual condition created by the number of animals has either created a public nuisance or unsanitary conditions that risks the life or health of any animal or person.

(c) This section shall not apply to a licensed business operating as a kennel, any person or business with a valid Breeder's License, any non-profit animal rescue or welfare organization, government agency, search and rescue organization, or any person authorized by Mobile Animal Services to exceed the limit pursuant to paragraph (b).

(d) Any person convicted of this offense shall be subject to confiscation of the animals in addition to other criminal penalties.

(e) Any person found guilty of a violation of this section may be punished by a fine up to $100 and assessed court costs for a first offense, and a fine up to $500 and assessed court costs for any subsequent violation.

Sec. 7-32. City declared a bird sanctuary.

The entire area embraced within the corporate limits of the city shall be a bird sanctuary. It shall be unlawful for any person to intentionally pursue, injure, capture, kill or destroy any wild bird of any kind within the city. This section does not apply to any ACOs, the Director, licensed veterinarians, law enforcement officers, any authorized government agents when there is a hazard to health or safety which cannot be otherwise remedied and when the action taken is not inconsistent with either state or federal law. Additionally, this section does not apply to any person hunting bobtail quails, mourning doves, white-winged doves, or ring-necked doves pursuant to and in compliance with Section 61-1(2), Mobile City Code, 1991.

Any person found guilty of a violation of this section may be punished as provided in Chapter 1, Article II, Mobile City Code (1991).

Sec. 7-33. Animals trained to fight. (Reserved)

(See Ala. Code (1975) § 3-1-29)

Sec. 7-34. Duty to remove deposited feces.

(a) It shall be unlawful for the owner, keeper or person having control of any animal to fail to immediately remove and dispose of in a sanitary manner any solid waste deposited by such animal upon any sidewalk, public park, alley, other place open to the public, or from private property before the owner leaves the immediate area where the solid waste was deposited.

(b) It shall be unlawful for the owner, keeper or person having control of any animal to fail to have in his/her possession the equipment necessary to remove his/her animal's solid waste when accompanied by said animal on any sidewalk, public park, alley or other place open to the public.

(c) Any person found guilty of a violation of this section may be punished by a fine up to $100 and assessed court costs.

Sec. 7-35. Roosters prohibited.

It shall be unlawful for any owner, keeper, or person in charge to keep a rooster within the city limits. This section does not apply to any area of the city annexed in 2023 solely to any roosters that existed in the annexed area prior to annexation. Any person found guilty of a violation of this section may be punished by a fine up to $300 and assessed court costs.

Sec. 7-36. Possession of livestock

Livestock may only be kept in an area of the city if not otherwise prohibited by the City's zoning ordinances. Owners shall provide suitable protective space and shelter for livestock. Livestock may not be kept on any property which is under a half-acre. Any person found guilty of a violation of this section may be punished by a fine up to $300 and assessed court costs.

Sec. 7-37. Disposal of dead animals.

All dead animals must be properly disposed of within twenty-four (24) hours after the death. No dead animal may be dumped on private or city property. Any person found guilty of a violation of this section may be punished by a fine up to $300 and assessed court costs.

Sec. 7-38. Abandonment of animals within the city.

It shall be unlawful for any person to bring any animal into the city with the purpose to knowingly abandon or aid another in knowingly abandoning any animal within the city. Any

person found guilty of a violation of this section may be punished by a fine up to $500 and assessed court costs.

SECTION TWO: The Schedule of Fines, located in Section 1-32(2) of Mobile City Code, 1991, is hereby amended and revised with the following additions (underlined) and deletions (strikethrough) as follows:

Section	Name	Fine	Court Costs	Total (Fine and Court Costs)
~~7-8~~	~~Shelter and care of animals~~	~~100.00~~	~~As applicable~~	~~100.00 plus court cost~~
~~7-9~~	~~Animals trained to fight~~	~~No more than 500.00 or six months in jail~~	~~As applicable~~	~~Court appearance required~~
~~7-22~~	~~Hoarding~~	~~No more than 500.00 or six months in jail~~	~~As applicable~~	~~Court appearance required~~
~~7-24~~	~~Animals, reptiles or serpents known to be dangerous or vicious~~	~~$100.00~~	~~As applicable~~	~~$100.00 plus court cost~~
~~7-25~~	~~Cruelty~~	~~No more than 500.00 or six months in jail~~	~~As applicable~~	~~Court appearance required~~
~~7-26~~	~~Certain sales regulated~~	~~$250.00~~	~~As applicable~~	~~250.00 plus court cost~~
~~All other violations of Chapter 7 that do not require a court appearance~~		~~$100.00~~	~~As applicable~~	~~100.00 plus court cost~~
7-11	Licenses	$100.00	As applicable	$100.00 plus court costs
7-12(a)	Rabies vaccination	$100.00	As applicable	$100.00 plus court costs
7-12 (d)(5) or 7-12(d)(6)	Rabies vaccination	N/A- Must see Judge	N/A- Must see Judge	N/A- Must see Judge
7-13	Breeding and Sales of Dogs	First offense- $200.00	As applicable	First offense- $200.00 plus court costs

		Any subsequent violation- $500.00		Any subsequent violation- $500.00 plus court costs
7-20	Shelter and Care of Animals	$300.00	As applicable	$300.00 plus court costs
7-21	Tethering	First offense- $100.00 Any subsequent violation- $300.00	As applicable	First offense- $100.00 plus court costs Any subsequent violation- $300.00 plus court costs
7-22	Animals at Large	First offense- $100.00 Any subsequent violation- $300.00	As applicable	First offense- $100.00 plus court costs Any subsequent violation- $300.00 plus court costs
7-23	Aggravated Animals at Large	N/A- Must see Judge	N/A- Must see Judge	N/A- Must see Judge
7-24	Duty to Restrain High-risk Animals	First offense- $100.00 Any subsequent violation- $500.00	As applicable	First offense- $100.00 plus court costs Any subsequent violation- $500.00 plus court costs
7-30	Public Nuisances	First offense- $100.00 Any subsequent violation- $500.00	As applicable	First offense- $100.00 plus court costs Any subsequent violation- $500.00 plus court costs
7-31	Hoarding	First offense- $100.00	As applicable	First offense- $100.00 plus court costs

		Any subsequent violation- $500.00		Any subsequent violation- $500.00 plus court costs
7-32	Bird Sanctuary	N/A- Must see Judge	N/A- Must see Judge	N/A- Must see Judge
7-34	Duty to Remove Deposited Feces	$100.00	As applicable	$100.00 plus court costs
7-35	Roosters Prohibited	$300.00	As applicable	$300.00 plus court costs
7-36	Possession of Livestock	$300.0	As applicable	$300.00 plus court costs
7-37	Disposal of Dead Animals	$300.00	As applicable	$300.00 plus court costs
7-38	Abandonment	$500.00	As applicable	$500.00 plus court costs

SECTION THREE: The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

SECTION FOUR: This Ordinance shall be effective in full force within the City of Mobile upon its adoption and publication as required by law.

SECTION FIVE: All other provisions and sections of the Mobile City Code, 1991, not amended herein shall remain in full force and effect.

Adopted _____

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

C#5846

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and 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, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Tindle Construction LLC
Project Name:	Transit Building – Upstairs Restroom and Breakroom Repairs
Project Number:	TR-001-26
Amount:	$161,000.00

Adopted:

_____

City Clerk

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this_____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Contractor: Tindle Construction LLC
210 Saraland Blvd. S.
Saraland, Alabama 36571

City Business License No.:100025
Secretary of State Registration No.: 000-038-231

for the following PROJECT:

PROJECT NAME: TRANSIT BUILDING –
UPSTAIRS RESTROOM AND BREAKROOM REPAIRS

PROJECT LOCATION: 1224 SOUTH INTERSTATE 65 SERVICE ROAD W.
MOBILE, ALABAMA 36609

PROJECT NUMBER: TR-001-26

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement, and as provided in the Project Manual, all other Bids documents, and required forms that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is: **One Hundred Sixty-One Thousand and XX/100 Dollars ($161,000.00)**, which includes a Contingency Allowance of One Thousand Dollars and x/100 ($1,000.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Work. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide Work or Services.

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Administrative Services or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains

incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

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 be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

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

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

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.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of 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.

Notice of Cancellation – Certificates 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.

Certificates of Insurance – General – Within ten (10) calendar days from 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.

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 City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 INDEMNIFICATION:

The Contractor shall indemnify, defend and hold harmless City of Mobile 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 the 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. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

3.9 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.

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of 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.

3.12 BEST MANAGEMENT PRACTICES (BMPs):

The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All wastewater with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT:

Contractor shall provide one notarized original signature copY of invoices to the Administrative Services Department on a monthly basis in arrears and/or upon successful completion of work. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION OF CONTRACT:

The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director of Administrative Services. The City shall not be liable for payment to the Contractor

for lost profit or damages as the result of its termination of the contract.

3.15 All notices of cancellation, requests, demands or other communications to Owner shall be in writing duly delivered to the following address for the City:

City of Mobile, Administrative Services Department
205 Government St
2nd Floor, South Tower, Rm 212
P.O. Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor:

Leia Rodgers, Project Coordiantor
201 Saraland Blvd. S.
Saraland, Alabama 36571
leia@tindleconstruction.net

3.16 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND:

Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $50,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.17 RETAINAGE:

Retainage will not be withheld from payments associated with work completed. However, final payment shall be withheld until all aspects and portions of work, including closeout requirements, as directed by the Owner's Representative, are approved as completed.

3.18 PROOF OF ADVERTISEMENT of COMPLETION:

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama.

For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

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 [COMPANY NAME} has completed the contract for Transit Building – Upstairs Restroom and Breakroom Repairs, TR-001-26, in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Administrative Services Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.19 CONTRACTOR WARRANTY and CERTIFICATION:

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS:

A. The contract documents consist of this Agreement, the Project Manual document, Exhibit A- Scope of Work, Exhibit B- Federal Clauses, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Administrative Services will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:
    1. Project Manual document, dated June 8, 2026, as prepared by the City of Mobile Administrative Services Department;
    2. Addendum No 1, dated 6/11/26;
    3. E-Verify Documentation;
    4. All executed Federal Forms supplied by Contractor with Bid;
    5. Labor and Materials and Performance Bonds;
    6. Certificate of Insurance with endorsements; and
    7. This Instrument (Agreement), including Exhibit A and Exhibit B.

5.0 DISPUTE RESOLUTION:

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 FORCE MAJEURE:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION:

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.

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT:

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS:

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.

11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Contractor further 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

Signature

Spiro N. Cheriogotis, Mayor, City of Mobile
Printed Name and Title

CONTRACTOR: Tindle Construction LLC

Signature

Donald W. Tindle, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

Contractor:
STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Donald W Tindle as President of Tindle Construction 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 Tindle Construction LLC.
Sworn to and subscribed for me this 14th day of July, 2026.

Leia M. Rodgers
NOTARY PUBLIC
My Commission Expires: 1-20-2030

LEIA M RODGERS
NOTARY PUBLIC
ALABAMA STATE AT LARGE

EXIBIT A
SCOPE OF WORK

TRANSIT BUILDING - UPSTAIRS RESTROOM AND BREAKROOM REPAIRS
TR-001-26

SCOPE OF SERVICES:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required for the completion of the Work, as enumerated below:

MEN'S RESTROOM AND LOCKER ROOM

STAGING / DEMOLITION
-Remove and discard existing entrance door, frame, floor base molding in locker room to rough opening.
-Relocate twenty-three (23) lockers. Location TBD. Retain two (2) UNI-FIRST lockers across form urinal for re-installation.
-Relocate to secure area two (2) floor-affixed benches for later re-installation.
-Remove all existing LVT tiles and mastic from subfloor surfaces (approx. 200SF).
-Remove and discard existing partitions, shower, toilet, urinal, mirror, vanity/sink, dispensers, lighting fixtures, exhaust fan.
-Remove and discard all existing ceramic tiles and mastic (approx. 300SF).
-Remove and discard all existing drop ceiling tiles. Grid shall remain.
-Clean locker room ceiling registers and surfaces to remove dust and debris (See below General Section).

CONSTRUCTION / INSTALLATION
-Replace all rotten wood (subfloor and walls) (see below General Section).
-Mechanically adhere Dura-Rock sheets, or approved equal, on top of existing subfloor in shower/restroom area (approx. 150SF).
-Prep, caulk, and waterproof shower Dura-Rock subfloor and rough carpentry walls
-Patch and paint sheetrock with two (2) semigloss coats. Color shall be Manufacturer: BLP Paints; City of Mobile #1017.
-Furnish and install matte white cultured marble shower pan and full-length surround walls.
-Furnish and install full-length tempered glass shower door to fit.
-Furnish and install one (1) plumbing access panel, white, at exposed cleanout above toilet.
-Furnish and install matte grey 12x12 ceramic tile (TrafficMaster Baja Gray or approved equal) on floor of restroom area to marble transition and halfway up restroom walls (approximately four (4) feet in height. Layout pattern shall be block grid. Installation direction and commencement shall be edge-aligned with walls and floor. NO diagonal installations (approx. 300SF)
-Furnish and install new white, double bevel, 4-inch, engineered marble floor transition in door casing between restroom and locker room to match ceramic tile.
-Furnish and install white 12"L bullnose ceramic cap tile along top row of wall tiles to match.
-Grout using SimpleGrout #165 Delorean Gray or approved equal.
-Furnish and install moisture/mildew resistant, no sag, smooth surface drop ceiling tiles installed in

existing grid.
-Furnish and install 12x12 commercial, waterproof LVT tile (Mannington Commercial Amtico Signature Collection – Stone; Color Tempest Pause; Item # AR0STE37 or approved equal) to match or coordinate with ceramic tile color and texture (Locker room only). Layout pattern shall be block grid. Installation direction and commencement shall be edge-aligned with walls starting at door transition from restroom. NO diagonal installations. QuikStix variant shall be permissible. (approx. 200SF)
-Furnish and install Black 4-inch rubber base molding (locker room only).
-Furnish and install solid core, flush, 36x80, Righthand in-swing door painted gloss Black with stainless grab bar handle, stainless commercial closer, and stainless push plate. No Lock.

FFE
-Furnish and install four (4) surface mount fluorescent light fixtures positioned as originally laid out.
-Furnish, and install fifteen (15) new, full-size, full-length, 2-tier lockers to replace existing (Global Industrial 1 Door Security Gear Locker w/ Legs, 24"W x 18"D x 76"H, Gray, All-Welded, Assembled; Model #: WB238341GY or approved equal). City to provide direction as to the arrangement for installation. Re-install two (2) UNI-FIRST lockers across form urinal.
-Furnish and install one (1) floor-anchored, overhead-braced, powder coated galvannealed steel bathroom compartment toilet stall partition with door, pilasters for rigidity and support, chrome plated die-cast zamac hardware, privacy latch, and 3"H stainless steel trim shoe to cover bottom mountings, color= Charcoal Gray (Global Industrial or approved equal).
-Furnish and install one (1) commercial grade toilet
-Furnish and install one (1) commercial grade urinal
-Furnish and install one (2) wall hung, Square Lavatory Sinks with 8-inch center (American Standard, Lucrene 0356015.020 or approved equal). Contractor to ensure adequate wall anchorage prior to commencement of tile installation.
-Furnish and install faucets, valves, fittings, for all plumbing connections to complete.
-Furnish and install two (2) wall hanging, industrial mirrors w/ ledge, 24"H x 18"W
-Furnish and install one (1) soap dispenser (GOJO or approved equal), one (1) lockable paper towel dispenser (Marcal or approved equal), and one (1) floor-standing, stainless steel, cylindrical waste receptacle to fit beneath sink, centered between two lavatories (Glaro 11-Gallon Open Top Wastebasket, Satin Aluminum or approved equal).
-Furnish and install one (1) exhaust fan no light (Nutone or approved equal), rated to CFM required for space.
-Furnish and install one (1) above shower lighting fixture.
-Refinish base legs of two (2) existing benches (staged) painted Glass Black and reinstall affixing

through tile surfaces into subfloor for secure anchorage.
-Furnish and install "Men's" Standard sign on exterior of entrance door.

2ND FLOOR HALLWAY

DEMOLITION
-Relocate to secured storage two (2) floor-affixed benches.
-Remove and discard existing base molding.
-Remove all existing LVT tiles and mastic from subfloor surfaces (approx. 100SF).

CONSTRUCTION / INSTALLATION
-Replace all rotten wood (subfloor, as needed) (see below General Section).
-Furnish and install 12x12 commercial, waterproof LVT tile (Mannington Commercial Amtico Signature Collection – Stone; Color Tempest Pause; Item # AR0STE37 or approved equal) to match men's locker room. Layout pattern shall be block grid. Installation direction and commencement shall be edge-aligned with wall. NO diagonal installations. QuikStix variant shall be permissible. (approx. 100SF)
-Furnish and install Black 4-inch rubber base molding

WOMEN'S RESTROOM

STAGING / DEMOLITION
-Remove and discard existing entrance door, frame/molding to locker room to rough opening.
-Relocate two (2) lockers. Location TBD.
-Relocate to secured storage one (1) floor-affixed bench.
-Remove and discard all existing ceramic tiles and mastic (approx. 90SF).
-Remove and discard existing partitions, shower, toilet, mirror, vanity/sink, dispensers, lighting fixtures, exhaust fan.

CONSTRUCTION / INSTALLATION
-Replace all rotten wood (subfloor and walls) (see below General Section).
-Mechanically adhere Dura-Rock sheets, or approved equal, on top of existing subfloor in all areas to entrance casing (approx. 90SF).
-Prep, caulk, and waterproof shower Dura-Rock subfloor and rough carpentry walls
-Patch and paint sheetrock with two (2) semigloss coats. Color shall be Manufacturer: BLP Paints; City of Mobile #1017.
-Furnish and install matte white cultured marble shower pan and full-length surround walls.
-Furnish and install full-length tempered glass shower door to fit. Sliding door acceptable.
-Furnish and install matte grey 12x12 ceramic tile (TrafficMaster Baja Gray or approved equal) on floor to restroom entrance transition to LVT and halfway up restroom walls (approximately four (4) feet in height. Layout pattern shall be block grid. Installation direction and commencement shall be edge-aligned with walls and floor. NO diagonal installations (approx. 250SF).
-Furnish and install bullnose ceramic cap tile along top row of wall tiles to match.
Grout using SimpleGrout #165 Delorean Gray or approved equal.
-Furnish and install moisture/mildew resistant, no sag, smooth surface drop ceiling tiles installed in existing grid.
-Furnish and install solid core, flush, 30x80, Lefthand in-swing door painted Gloss Black with

stainless lockable handle and stainless commercial closer. Cut to size if needed.
-Furnish and install "Women's" Standard sign on exterior of entrance door.

FFE
-Furnish and install one (1) surface mount fluorescent light fixtures.
-Furnish, and install two (2) new, full-size, full-length, 2-tier lockers to replace existing (Global Industrial 1 Door Security Gear Locker w/ Legs, 24"W x 18"D x 76"H, Gray, All-Welded, Assembled; Model #: WB238341GY or approved equal). City to provide direction as to the arrangement for installation.
-Furnish and install one (1) floor-anchored, overhead-braced, powder coated galvannealed steel bathroom compartment toilet stall partition with inswing door, pilasters for rigidity and support, chrome plated die-cast zamac hardware, privacy latch, and 3"H stainless steel trim shoe to cover bottom mountings, color= Charcoal Gray (Global Industrial or approved equal). To match men's restroom.
-Furnish and install one (1) commercial grade toilet.
-Furnish and install one (1) wall hung, Square Lavatory Sinks with 8-inch center (American Standard, Lucrene 0356015.020 or approved equal). Contractor to ensure adequate wall anchorage prior to commencement of tile installation.
-Furnish and install faucet, valves, fittings, for all plumbing connections to complete.
-Furnish and install one (1) wall hanging, industrial mirror w/ ledge, 24"H x 18"W
-Furnish and install one (1) soap dispenser (GOJO or approved equal), one (1) lockable paper towel dispenser (Marcal or approved equal), and one (1) floor-standing, stainless steel, cylindrical waste receptacle to fit beneath sink, offset(Glaro 11-Gallon Open Top Wastebasket, Satin Aluminum or approved equal).
-Furnish and install one (1) exhaust fan no light (Nutone or approved equal), rated to CFM required for space.
-Furnish and install one (1) above shower lighting fixture.

2ND FLOOR BREAKROOM

STAGING / DEMOLITION
-Relocate to secure area three (3) table/chair sets and two (2) couches for later re-installation.
-Relocate existing refrigerator to secure location for later installation.
-Remove and discard existing sink, countertop, and cabinet.
-Remove and discard existing base molding.
-Remove all existing LVT tiles and mastic from subfloor surfaces (approx. 280SF).
Remove and discard existing drop ceiling tiles. Grid shall remain.

CONSTRUCTION / INSTALLATION
-Replace all rotten wood (subfloor and walls) (see below General Section).
-Prep, caulk, and waterproof subfloor and walls around plumbing and cabinet area.
-Patch and paint sheetrock with two (2) semigloss coats. Color shall be Manufacturer: BLP Paints; City of Mobile #1017.
-Furnish and install moisture/mildew resistant, no sag, smooth surface drop ceiling tiles installed in existing grid.
-Furnish and install 12x12 commercial, waterproof LVT tile (Mannington Commercial Amtico Signature Collection – Stone; Color Tempest Pause; Item # AR0STE37 or approved equal). Layout

pattern shall be block grid. Installation direction and commencement shall be edge-aligned with walls and floor starting at the entrance. NO diagonal installations. QuikStix variant shall be permissible. (approx. 280SF)
-Furnish and install Black 4-inch rubber base molding.
-Paint existing breakroom entrance door Gloss Black.

FFE
-Furnish and install one (1) stainless steel worktable with left justified sink, 72"W x 30"D, connected to existing plumbing.
-Furnish and install one (1) Cylindrical, Aluminum finish, Round top, 20-gallon trash can. (Global Industrial Model #WB240716 or approved equal).
-Re-install existing refrigerator, couches, tables, and chairs.

EXHIBIT B
FEDERAL CLAUSES

A. FEDERAL FUNDING CLAUSES: The Contractor shall be responsible for complying with all applicable provisions of the most recent Federal requirements as required by 2 CFR Part 200, including any amendments made after the execution of a contract, which shall govern the contract, unless the Federal Government determines otherwise.

B. STATE OF ALABAMA IMMIGRATION ACT: The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires: A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and B. That it will attach to the contract the company's documentation of enrollment in E-Verify.

C. DAVIS-BACON ACT: Contractor shall comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.

D. EQUAL EMPLOYMENT OPPORTUNITY: In accordance with 41 C.F.R. 60-1.4, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal awarding agency may issue. This requirement extends to all third party Contractors and their contracts at every tier and this clause shall be included in all such subcontracts.

E. NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.

F. AMERICANS WITH DISABILITIES ACT (ADA): Contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

G. CLEAN AIR: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office. **The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars ($100,000.00) financed in whole or in part with Federal**

assistance.

H. CLEAN WATER: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office. **The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars ($150,000.00) financed in whole or in part with Federal assistance.**

I. ENERGY CONSERVATION: The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, et seq. **This requirement extends to all third party Contractors and their contracts at every tier and this clause shall be included in all such subcontracts.**

J. ANTI-LOBBYING: The Contractor agrees to comply with the provisions of Title 31, U.S.C. 1352, The Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The Contractor and all subcontractor tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City. **The Contractor further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars ($100,000.00) or more.**

K. CONFLICT OF INTEREST: No employee, officer, board member, or agent of the City or the Contractor shall participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employees or is about to employee any of the above, has a financial or other interest in the firm selected for the award.

L. SAM. GOV: The U.S. General Services Administration (GSA) has determined that all firms seeking federal financial assistance (FFA) from the U.S. Government are required to obtain an active SAM.gov registration including the issuance of a Unique Entity Identifier (UEI). For GSA, the 12-digit UEI number replaces the 9-digit DUNS number provided by Dun & Bradstreet which were previously used by the agency to uniquely

identify organizations receiving FFA. The only method of getting a free UEI number is directly through the official government website SAM.gov (SAM is abbreviated for System for Award Management).

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 988133

Approved by:

Employer	
Tindle Construction, LLC	
Name (Please Type or Print) Melissa M Saucier	**Title**
Signature Electronically Signed	**Date** 06/09/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/09/2016

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 988133

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Tindle Construction, LLC
Company Facility Address	210 Saraland Blvd S Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	454182058
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

Bond No. 18246383

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Tindle Construction, LLC, _____, hereinafter called the Principal, and The Ohio Casualty Insurance Company _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Hundred Sixty One Thousand and xx/100 Dollars ($161,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2026 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Transit Building - Upstairs Restroom and Breakroom Repairs (TR-001-26) 1224 West I-65 Service Road S., Mobile, Alabama, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 14th day of July, 2026.

CONTRACTOR AS PRINCIPAL
Company: Tindle Construction, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: Donald W. Tindle - President

SURETY
Company: The Ohio Casualty Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: B. Doyle Campbell, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: B. Doyle Campbell, Alabama Resident Agent
Company Name: Bayside Surety Brokerage, Inc.
Address: 1621 S University Blvd., Ste B3
Mobile, AL 36609
Phone and Fax: (251) 661-0745 / (251) 661-0790

Owner's Representative: Joe Snowden, Chief
Admin Srvs Department
PO Box 1827
Mobile, AL 36633
251-208-1061

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214790 - 975767**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda Baxley, B. Doyle Campbell, Tracy VanCleave

all of the city of Mobile state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of September, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of September, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond No. 18246383

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Tindle Construction, LLC , as Principal, and The Ohio Casualty Insurance Company , as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of One Hundred Sixty One Thousand and xx/100 ($161,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Transit Building - Upstairs Restroom and Breakoom Repairs (TR-001-26) 1224 West I-65 Service Road S., Mobile, Alabama, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint B. Doyle Campbell **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 14th day of July, 2026

CONTRACTOR AS PRINCIPAL
Company: Tindle Construction, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: Donald W. Tindle - President

SURETY
Company: The Ohio Casualty Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: B. Doyle Campbell, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: B. Doyle Campbell, Alabama Resident Agent
Company Name: Bayside Surety Brokerage, Inc.
Address: 1621 S University Blvd., Ste B3
Mobile, AL 36609
Phone and Fax: (251) 661-0745 / (251) 661-0790

Owner's Representative: Joe Snowden, Chief
Admin Srvs Department
PO Box 1827
Mobile, AL 36633
251-208-1061

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214790 - 975767**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda Baxley, B. Doyle Campbell, Tracy VanCleave

all of the city of Mobile state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of September, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of September, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies. is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/06/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tracy Granade
Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LIO Specialty Insurance Company	
INSURER B : Natinal General / Integon Insurance	
INSURER C : Evanston Insurance Company	
INSURER D : Carolina Casualty Insurance Company	
INSURER E : StarStone Specialty Insurance Company	
INSURER F :	

INSURED
Tindle Construction, LLC
210 Saraland Blvd. S
Saraland AL 36571

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractural Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	LSIC11000946501	11-15-2025	11-15-2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	2003582000-10	02-02-2026	02-02-2027	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 RETENTION $	X	X	MKLV7EUL105515	11-15-2025	11-15-2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	BNET448414786	11-13-2025	11-13-2026	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: Transit Building-Upstairs Restrooms and Breakroom Repairs Project Number: TR-001-26 $161,000
City of Mobile is included as an additional insured in respects to General Liability, Automobile Liability, and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non Contributory with any other Insurance in force or which may be purchased by Additional Insured, Waiver of Subrogation applies, in favor of City Of Mobile with respect to General liability, Automobile Liability, Umbrella Liability and Workers Compensation and Employers Liability. 30 Day notice of cancelation, non renewal or material change shall apply (except 10 Days for non pay).

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL. 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Tracy Granade <TG>

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CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: TRANSIT RESTROOM AND PLUMBING

CAPITAL PROJECT # F719-002 **DATE OF RECEIPT** 07/20/2026

DEPT. PROJECT # TR-001-26

PROJECT DESCRIPTION UPSTAIRS RESTROOM AND BREAKROOM REPAIRS

CONTRACT AMOUNT $ 161,000.00

VENDOR NAME TINDLE CONSTRUCTION LLC

VENDOR NUMBER 295183

DEPT # 2300 **DEPT NAME** ADMINISTRATIVE SERVICES

CONTRACT ADMINISTRATOR JACOB LAURENCE

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: _____ **Date** 7/21/2026

Revised 5/16/2022 Tiffany Hollins

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 July 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 GameTime

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to GameTime for replacement playground netting and rubber safety surfacing for Medal of Honor Park.
CIP - Medal of Honor Playground Repairs

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $71,785.23

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
15098	2026	(2012) PARKS MAINTENANCE	REPLACEMENT PLAYGROUND NETTING AND RUBBER SAFETY SURFACING FOR MEDAL OF HONOR PARK (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$71,785.23	(289913) GAMETIME

Adopted:

_____

City Clerk

Bill To	Requisition 00015098-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/26	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE 107874-01-02 AND THE OMNIA CONTRAC 2017001134 THAT EXPIRES JUNE 30, 2027			
001	LANDMARK DESIGN GFRC- HIGH STEPPER NET REPLACEMENT, PART # RC-8373 *Amount reflects $1387.60 discount.	1.00 EACH	27752.00000	26364.40
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1058 .CONSTRUCTN. .			26364.40
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	GAMETIME- PIP NET FOOTER BOXES- QTY 4, PART # RC-PIP-4 *Amount reflects $82.50 discount.	1.00 EACH	1650.00000	1567.50

Bill To	Requisition 00015098-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/26	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1058 .CONSTRUCTN. .			1567.50

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

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

003	LANDMARK DESIGN GFRC-KIDNETIX LINK REPLACEMENT, GAMETIME MUST RECEIVE THE FOLLOWING MEASUREMENTS AT TIME OF ORDER. PRODUCTION WILL NOT BEGIN UNTIL DIMENSIONS ARE VERIFIED.PART # 199OLD *Amount reflects $557.60 discount.	2.00 EACH	5576.00000	10594.40
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1058 .CONSTRUCTN. .			10594.40

Bill To	Requisition 00015098-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/26	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
004	GT-IMPAX- 180 SQFT OF POURED IN PLACE RUBBER SAFETY SURFACING- INSTALLED, COLOR IS 50/50 BLACK/STANDARD, 1/2" TOP COAT- 180 SF PATCHING DAMAGED AREAS, INCLUDES REPAIRING 180 SF OF BUFFINGS, PART # PIP	1.00 EACH	12505.00000	12505.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1058 .CONSTRUCTN. .			12505.00

Bill To	Requisition 00015098-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/26	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
005	GAMETIME- INSTALLATION OF REPLACEMENT NETS, PART # INSTALL	1.00 EACH	18000.00000	18000.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1058 .CONSTRUCTN. .			18000.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Bill To	Requisition 00015098-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 5

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/26	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
006	FREIGHT	1.00 EACH	2753.93000	2753.93
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1058 .CONSTRUCTN. .			2753.93

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

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

Requisition Link

Requisition Total 71785.23

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

Account	Amount	Remaining Budget
E C1058 .CONSTRUCTN. .	71785.23	.77

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

Account	Amount	Remaining Budget

Bill To	Requisition 00015098-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 6

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/26	289913				PARKS MAINTENANCE

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010. CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION	71785.23	

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

Activity	Date	Clerk	Comment
Approved	07/20/26	SHONNDA SMITH	Auto approved by: 91055604
Approved	07/20/26	DANIEL OTTO	
Approved	07/20/26	BRENDA RHODES	
Approved	07/20/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/22/26	DONALD ROSE	Auto approved by: 910518227
Approved	07/22/26	SANDRA LEWIS	
Approved	07/22/26	STEVEN KRONINGER	Auto approved by: 910518227
Approved	07/22/26	MARYLYN BUSCHELL	Auto approved by: 910518227
Approved	07/22/26	JAMES NEESE	Auto approved by: 910518227
Approved	07/22/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518227
Approved	07/22/26	REBECCA CRUMPLER	Auto approved by: 910518227
Approved	07/22/26	ANNE FOLEY	Auto approved by: 910518227
Approved	07/22/26	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

GameTime
A PLAYCORE Company

GameTime

Playground Solutions, Outdoor Furniture & Recreation Environments

We Play, Too. We're Play Innovators, Play Experts and Play Researchers.

Since 1929, GameTime has pursued a mission of enriching childhood through play. We've combined our passion for play with contemporary design, world-class manufacturing and standards-based programs and curriculum. Our local network of representatives and certified installers, coupled with industry-leading research and expertise, enables us to provide playground equipment that communities can enjoy for years to come.

The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

Click Your Industry

- Education | Government
- Nonprofit
- Corporate | Enterprise
- Real Estate
- Private Equity

Public Sector

- K-12 Education
- Higher Education
- State & Local Government

We work with park and recreation professionals, schools, landscape architects and youth organizations to create outdoor recreation solutions for every generation. Agencies who are registered through OMNIA Partners can use GameTime's contract to access a breadth of products from play systems to park amenities. The contract includes our top-notch playground equipment, outdoor fitness equipment, splash parks, water fountains, surfacing, bike racks, bleachers, site amenities and even installation. There is no limit and no minimum when it comes to utilizing this contract. You'll still be getting the industry's best warranty at the best price – no hassles, guaranteed.

- **Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**
  City of Charlotte, NC | 2017001134

VIEW CONTRACT DOCUMENTATION

CONTACT US

GameTime Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC
Contract Number: 2017001134

Initial Term: July 1, 2017 through June 30, 2022
Renewal Options: Option to renew for two (2) additional two-year periods through June 30, 2026
EXTENDED THROUGH June 30, 2027

DOWNLOAD CONTRACT FILES

Executive Summary & Overview

- Uniform Guidance
- Pricing
- AZ Due Diligence

Master Agreement Documents

- Official Signed Master Agreement
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10
- Contract Amendment 11
- Contract Amendment 12 - Renewal
- Contract Amendment 13
- Contract Amendment 14 - Renewal
- Contract Amendment 15
- Contract Amendment 16
- Contract Amendment 17 - Extension
- Contract Amendment 18 - Extension

Solicitation Process

- Original Request for Proposal
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- Proof of Publication

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

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5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

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401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. With the exception of the contracts referenced below, the Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135. **Please note, "dynamic pricing" contracts, including but not limited to, awarded Contracts MA3457 and R-TC-17006, are specifically excluded from this approval.**

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
Robert Shreve

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize the Professional Services Contract with Minnikin Resources Incorporated for consulting services on governance review and improvement

Amount of Contract:
NTE $90,000.00

Funding Source
General Fund 10049000 / 42200

ATTACHMENTS:
1. Resolution PSC Minnikin Resources Inc 2026
2. Minnikin

REVIEWERS:
Tiereney Leverette
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Professional Services Contract between the City of Mobile and Minnikin Resources Incorporated, to provide governance review and improvement consulting services, in a total contract amount not to exceed $90,000.00, 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

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT FOR A STIPULATED SUM
City of Mobile

BETWEEN: **CITY OF MOBILE**
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: **Minnikin Resources, Incorporated**
543 Tower Road
Halifax, Nova Scotia (NS) B3H 2X4

City of Mobile Business License No.: 124917

Secretary of State Registration No.: 001-049-834

For the following Project: Governance Review and Improvement Consulting Services

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PROFESSIONAL SERVICES CONTRACT

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 **MINNIKIN RESOURCES INCORPORATED**, a Foreign Corporation (hereinafter referred to as "Consultant"), as follows:

WHEREAS, the Consultant is uniquely qualified and experienced in providing governance consulting, board development, strategic planning, governance training, and related advisory services for governmental agencies, boards, and commissions; and

WHEREAS, the City desires to engage the Consultant because of the Consultant's demonstrated expertise, professional skill, competence, and experience to provide governance review and improvement consulting services for the City's agencies, boards, and commissions upon the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. The Consultant shall provide governance review and improvement consulting services for the City of Mobile as more particularly described in **Exhibit A (Statement of Work)**, which is attached hereto and incorporated herein by reference.

B. The Consultant shall perform all professional services under this Agreement with the degree of professional skill, care, diligence, and judgment ordinarily exercised by members of the same profession under similar circumstances and shall perform such services in a timely and professional manner.

C. The Consultant shall furnish all labor, services, expertise, supervision, equipment, and incidental materials necessary to perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement.

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D. The Mayor, or the Mayor's designee, shall serve as the City's Project Manager and shall coordinate with the Consultant regarding the services to be performed under this Agreement.

II. TERM OF AGREEMENT

This Agreement shall commence upon execution by both the City and the Consultant and shall remain in effect until June 30, 2027, or until the services described in Exhibit A have been completed, whichever occurs first, unless earlier terminated in accordance with the terms of this Agreement.

III. COMPENSATION

A. The City shall pay the Consultant for services performed under this Agreement in an amount not to exceed Seventy-Five Thousand Dollars ($75,000.00) in professional fees, plus reimbursement of reasonable travel expenses in an amount not to exceed Fifteen Thousand Dollars ($15,000.00), for a total contract amount not to exceed Ninety Thousand Dollars ($90,000.00).

Professional fees shall be paid upon completion of the following milestones:

1. $18,750.00 upon execution of this Agreement;
2. $18,750.00 upon completion of the September 1, 2026 milestone described in Exhibit A;
3. $18,750.00 upon completion of the December 1, 2026 milestone described in Exhibit A; and
4. $18,750.00 upon completion of the March 1, 2027 milestone described in Exhibit A.

Reimbursement for travel expenses shall be limited to actual, reasonable travel expenses incurred in the performance of the services described in Exhibit A and shall not exceed Fifteen Thousand Dollars ($15,000.00). Requests for reimbursement shall be supported by itemized invoices and receipts.

B. The Consultant shall submit invoices in a form reasonably acceptable to the City. Payment shall be made following the City's review and approval of the applicable invoice and supporting documentation.

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IV. METHOD OF PAYMENT

A. The City shall pay the Consultant upon receipt of a properly submitted invoice and written approval by the Mayor or the Mayor's designee, confirming that the services have been performed in accordance with this Agreement.

B. Invoices shall identify the applicable payment milestone described in Exhibit A (Statement of Work). Any request for reimbursement of travel expenses shall be itemized and accompanied by receipts and any other supporting documentation as the City may reasonably require to verify the reimbursable expenses.

C. All invoices shall be in a form reasonably acceptable to the City. The Consultant shall provide such additional documentation as the City may reasonably require to support any request for payment or reimbursement.

D. The Consultant shall retain all billing records, invoices, receipts, and other supporting documentation relating to payments and reimbursable expenses under this Agreement for a period of three (3) years following final payment under this Agreement. Upon reasonable written request, the Consultant shall make such records available to the City for inspection, audit, or copying during normal business hours.

V. ADDITIONAL SERVICES

A. No modification of this Agreement or the services to be performed hereunder shall be effective unless set forth in a written amendment executed by the City and the Consultant.

B. If the City requests the Consultant to perform services beyond the scope of services described in Exhibit A, the parties shall mutually agree in writing to the additional services and any additional compensation before such services are performed. Any approved additional services shall be incorporated into this Agreement by written amendment. The City shall not be obligated to pay for any additional services performed before execution of a written amendment. Notwithstanding the foregoing, if additional services are required as a result of the Consultant's error, omission, or negligence, the Consultant shall not be entitled to additional compensation.

VI. LIABILITY OF CONSULTANT

A. To the fullest extent permitted by law, Consultant covenants to defend, indemnify, hold harmless, protect, and exonerate both the City and its officers, 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 Consultant (herein defined to include but not be limited to Consultant's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Consultant as well as the agents or employees of any of them), or (2) arise out of or are related to services performed or to be performed by the Consultant, or (3) arise out of or are related to any other act or omission of the Consultant relating to the Consultant, this Agreement, or the services performed under this Agreement. It is the specific and express intent of the parties to the Agreement 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. Consultant acknowledges and agrees that it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975), as amended, and that limitations applicable to design professionals under this statute do not apply to this Agreement.

B. This Section VI, Liability of Consultant, shall survive the expiration or termination of this Agreement.

VII. CONSULTANT'S INSURANCE.

Consultant shall procure and maintain, at its sole expense, the insurance coverages required by this Section VII throughout the term of this Agreement.

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

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B. Commercial General Liability Insurance

Consultant shall maintain Commercial General Liability Insurance (occurrence form), including coverage for independent contractors and blanket contractual liability, specifically covering the obligations assumed by the Consultant under this Agreement, with minimum limits of:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)
2. $1,000,000 Personal and Advertising Injury per person/organization
3. $2,000,000 General Aggregate Limit

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Consultant does not own an automobile, but one is used in the execution of the Agreement, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.)

D. Certificates of Insurance

Certificates of Insurance shall be provided in standard ACORD format. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

Consultant shall provide the City with certificates of insurance evidencing the required coverages at the time the Consultant executes this Agreement.

E. Additional Insured

The Commercial General Liability policy shall name the City of Mobile, its officers, officials, employees, and agents as additional insureds with respect to liability arising out of the Consultant's performance under this Agreement. Such insurance shall be primary and non-contributory with respect to any insurance maintained by the City.

A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

F. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

G. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirements of this Agreement or as broad as the indemnitor's insurance coverage, whichever is broader.

H. Professional Errors and Omissions

Consultant shall maintain Professional Liability (Errors and Omissions) Insurance with limits of not less than $1,000,000 per claim and $1,000,000 aggregate throughout the term of this Agreement and for a period of two (2) years following completion of the Services. If such coverage is written on a claims-made basis, the policy shall have a retroactive date preceding the effective date of this Agreement, and the Consultant shall maintain continuous coverage or obtain an extended reporting period of not less than two (2) years following completion of the Services.

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VIII. RESPONSIBILITIES OF THE CONSULTANT

A. The personnel assigned by the Consultant to perform the services of this Agreement shall comply with the terms set forth in this Agreement. The Consultant 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 Consultant's key personnel must receive the City's written approval before said changes or substitution can become effective.

B. The Consultant agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of the Consultant's performance, including complaints received from City employees or members of the public, may be considered by the City in determining whether the Consultant has complied with this Agreement and whether termination or other remedies are appropriate under this Agreement.

E. The Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and executive orders governing equal employment opportunity and nondiscrimination. In performing this Agreement, the Consultant shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, pregnancy, national origin, age, disability, genetic information, or any other classification protected by applicable law.

F. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Consultant is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Consultant is not an employee, agent or servant

of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Consultant shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

Time is of the essence in the performance of this Agreement. The Consultant shall commence performance upon execution of this Agreement by both parties and shall timely complete each milestone identified in Exhibit A (Statement of Work). Unless otherwise agreed in writing by the parties, all services shall be completed no later than June 30, 2027.

X. FORCE MAJEURE

The Consultant agrees to perform the services required under this Agreement within the time periods set forth herein and in Exhibit A (Statement of Work), except to the extent performance is delayed by a Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected party that materially delays or prevents performance, including, but not limited to, acts of God, fire, flood, hurricane, epidemic, pandemic, war, terrorism, civil unrest, governmental action, labor disputes not involving the affected party, or interruption of transportation or communication systems. The affected party shall promptly notify the other party in writing of the Force Majeure Event, the anticipated duration of the delay, and the steps taken to mitigate its effects. The affected party shall use commercially reasonable efforts to minimize the duration and impact of the Force Majeure Event. Performance shall be excused only for the period during which the Force Majeure Event prevents performance, and the Consultant shall resume performance as soon as reasonably practicable.

XI. OBLIGATIONS OF CITY

A. The City shall designate the Mayor or the Mayor's designee to serve as the City's representative under this Agreement. The City's representative shall have authority to transmit instructions, receive information, and interpret the City's policies and decisions regarding the services to be performed under this Agreement.

B. The City shall furnish to the Consultant such information and documents within the City's possession or control as are reasonably necessary for the Consultant to perform the

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services required under this Agreement.

C. The City's representative shall administer this Agreement, including reviewing invoices for payment, coordinating with the Consultant regarding the services to be performed, reviewing deliverables submitted by the Consultant, and providing timely comments or approvals reasonably necessary for the Consultant to perform the services under this Agreement.

D. The City shall not provide legal representation or other services to the Consultant in connection with any claim asserted by or against the Consultant.

XII. TERMINATION

A. The City may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the Consultant. Upon termination for convenience, the City shall pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to the value of the services satisfactorily performed through the effective date of termination, including any approved reimbursable expenses incurred prior to the effective date of termination.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as determined by the City, shall be considered a default under this Agreement and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not reasonably capable of being cured, the City may terminate this Agreement immediately upon written notice or upon such later date specified in the notice.

C. In the event the City's termination of this Agreement 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 XII.A.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a written agreement executed by both parties. The City shall pay to the Consultant and the Consultant shall accept as payment for its services, a sum of money equal to the value of the services satisfactorily performed through the effective date of termination, including any approved reimbursable expenses incurred prior to the effective date of termination.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to do so. Payment shall be made in accordance with subsection A of this Section. Consultant shall have one hundred and eighty (180) days after the effective date of termination to submit any outstanding invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Consultant may terminate this Agreement upon thirty (30) days' written notice if the City fails to pay any properly submitted and undisputed invoice within ninety (90) days after the invoice has been approved by the City for payment.

G. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or in part due to: 1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement; 2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise; 3. Claims asserted against the City arising out of the Consultant's performance under this Agreement; 4. Damages caused by the Consultant to the City or any third party; 5. The Consultant's failure or refusal to perform any other obligation under this Agreement.

XIII. DISPUTE RESOLUTION

A. In the event of any dispute or claim arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve the matter through direct discussions. If the dispute cannot be resolved through direct discussions, the parties may, by mutual agreement, submit the dispute to non-binding mediation in Mobile, Alabama, with each party bearing one-half of the costs of mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action, or proceeding arising out of or related to this Agreement shall be brought exclusively in the state courts of Mobile County, Alabama, or where federal subject matter jurisdiction exists, in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Consultant agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Consultant shall continue to perform its obligations under this Agreement during the pendency of any claim or dispute, including during any mediation or judicial proceeding.

XIV. CONSULTANT WARRANTIES

The Consultant warrants that:

A. All services performed under this Agreement shall be performed:

1. by qualified personnel exercising the degree of professional skill, care, diligence, and judgment ordinarily exercised by members of the same profession under similar circumstances;
2. in accordance with the terms of this Agreement and the Scope of Services set forth in Exhibit A;
3. in compliance with all applicable federal, state, and local laws, regulations, and ordinances; and
4. in a timely, professional, and workmanlike manner.

B. If the City determines that the services do not materially conform to this warranty, the City shall provide the Consultant with written notice describing the nonconforming services. The Consultant shall, at no additional cost to the City, promptly re-perform or correct the nonconforming services within a reasonable time specified by the City after receipt of such notice.

XV. NOTICES

A. The City's authorized representative for purposes of administering this Agreement shall be the Mayor or the Mayor's designee. The Consultant's authorized representative shall be the individual identified below.

B. Any notice required or permitted under this Agreement, including any notice of default or termination, shall be in writing and shall be deemed given when delivered personally, sent

by United States Certified Mail, return receipt requested, postage prepaid, or sent by a nationally recognized overnight delivery service, addressed as follows:

CITY:	**CONSULTANT**:
City of Mobile	Minnikin Resources Incorporated
Attn: Mayor or Mayor's Designee	Attn: Paula Minnikin
P.O Box 1827	543 Tower Road
Mobile Alabama 36633	Halifax, Nova Scotia, Canada (NS) B3H 2X4

C. Either party may change its notice address or designated representative by providing written notice to the other party in accordance with this Section.

XVI. EFFECT OF DEFAULT

Upon the occurrence of a default by the Consultant, the City shall have all rights and remedies available under this Agreement, at law, and in equity, including but not limited to:

A. the right to require the Consultant to cure the default within the time provided in this Agreement;

B. the right to withhold payment for services not performed or not performed in accordance with this Agreement;

C. the right to cure the default and recover from the Consultant the reasonable costs incurred by the City in doing so, to the extent permitted by law;

D. the right to terminate this Agreement in accordance with Section XII; and

E. the right to recover all damages and pursue any other remedies available at law or in equity.

XVII. WITHHOLDING PAYMENT

In the event of a default or material breach of this Agreement by the Consultant, the City may withhold payment of any amounts not yet due or payable until the default or breach has been cured to the City's reasonable satisfaction. Nothing contained herein shall obligate the City to pay for services that have not been satisfactorily performed in accordance with this Agreement or for any invoice that is unsupported by the documentation required under this Agreement.

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XVIII. ANTI-BOYCOTT

Consultant represents and warrants that it is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade, as prohibited by § 41-16-5, Code of Alabama 1975, as amended.

XIX. NON-DISCRIMINATION

Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to nondiscrimination, including, without limitation, City of Mobile Ordinance No. 14-034, as amended. Consultant shall not discriminate on the basis of race, creed, color, national origin, or disability in the performance of this Agreement, shall require any approved subcontractors to comply with the same requirements, and shall make every reasonable effort to ensure that fifteen percent (15%) of the work performed under this Agreement is awarded to socially and economically disadvantaged individuals and business entities, to the extent required by applicable law and the Ordinance.

XX. COMPLIANCE WITH IMMIGRATION LAW

By executing this Agreement, the parties certify that, for the duration of this Agreement, 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 **§ 31-13-9, Code of Alabama 1975, as amended**, if the Consultant employs one or more employees within the State of Alabama, the Consultant shall provide documentation establishing that it is enrolled in the **E-Verify** program. Any party found to be in violation of this provision shall be deemed in material breach of this Agreement and shall be responsible for all damages resulting therefrom.

XXI. MISCELLANEOUS

A. **Entire Agreement.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, understandings, representations, and discussions, whether oral or written. No amendment or modification of this Agreement shall be effective unless in writing and executed by both parties.

B. **Construction.** The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party.

C. **No Third-Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights or benefits in any third party.

D. **Time of Performance.** Time is of the essence with respect to each obligation of the Consultant under this Agreement.

E. **Cumulative Remedies.** The rights and remedies provided in this Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

F. **Joint and Several Liability.** If the Consultant consists of more than one legal entity, each such entity shall be jointly and severally liable for all obligations under this Agreement.

G. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

H. **Authority.** Each party represents and warrants that it has full authority to enter into and perform this Agreement and that the individual executing this Agreement on its behalf has been duly authorized to do so.

I. **No Waiver by Payment or Acceptance.** Neither the City's review, approval, acceptance of, nor payment for any services performed under this Agreement shall constitute a waiver of any right, claim, or remedy arising from the Consultant's performance or nonperformance under this Agreement.

J. **Headings.** The headings contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

K. **Order of Precedence.** In the event of any conflict or inconsistency between this Agreement and any exhibit, attachment, or other document incorporated by reference, the provisions of this Agreement shall control.

L. **Preparation of Agreement.** This Agreement has been negotiated by the parties, each of whom has had the opportunity to consult with legal counsel. Accordingly, this Agreement shall not be construed more strictly against either party as the drafter.

M. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

N. 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 one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed original signatures for all purposes.

O. Attorney's Fees. If the City is required to institute legal proceedings to enforce this Agreement, the Consultant shall reimburse the City for its reasonable attorney's fees and costs to the extent permitted by law.

P. Sovereign Immunity; No Waiver. Nothing contained in this Agreement shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection available to the City of Mobile, its officers, officials, employees, or agents under the Constitution or laws of the State of Alabama, including, without limitation, Article I, Section 14 of the Alabama Constitution of 2022, and §§ 11-47-190 and 11-93-2, Code of Alabama 1975, as amended. The City expressly reserves all such rights, immunities, defenses, and limitations.

Q. Assignment. The Consultant shall not assign, transfer, delegate, or otherwise convey any interest in this Agreement or any of its rights or obligations hereunder without the prior written consent of the City, which may be withheld in the City's sole discretion. Any attempted assignment without such consent shall be void.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

XXII. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONSULTANT

By: _____

Paula Minnikin, Principal

Printed Name and Title

Date:

July 14, 2026

Province of Nova Scotia }
County of Halifax }

I, the undersigned Notary Public, in and for said county and state, hereby certify that **PAULA MINNIKIN,** whose name as Principal of the **MINNIKIN RESOURCES, INCORPORATED**, a corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, 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 14th day of July, **20**26

_____

Notary Public

Print: LISA GALLIVAN

My commission expires: _____

(Seal)

CITY OF MOBILE

By: _____

Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____

City Clerk

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: CERTIFICATE OF INSURANCE AND ENDORSEMENTS

EXHIBIT C: E-VERIFY DOCUMENTS [IF APPLICABLE]

Statement of Work

Mobile Alabama

Mayor's office

Governance Review and Improvement

DATE LAST MODIFIED: May 7, 2026

VERSION NO: 1.7

DOCUMENT ID: COM26

PREPARED BY: Paula Minnikin

Minnikin Resources Inc. •543 Tower Road•Halifax•NS•B3H 2X4• paula@minnikin.ca

Overview

The City of Mobile has 25 Agencies, Boards and Commissions (ABCs) appointed by the Mayor and Council, as well as 10 entities with whom it has contractual management agreements.

These ABCs provide services to Mobile's citizens on behalf of the city. The Mayor and his team are keenly aware that these boards and commissions are very much in the public eye. The Mayor and his team are also aware that the experience and skill levels of directors vary widely across the boards.

These ABCs range from adjudicative boards, such as the Architectural Review Board, to Oversight boards, the Boards of several public-facing museums and parks and Fiduciary Boards such as Mobile Alabama Water and Sewer, Mobile Airport Authority, and the Mobile Housing Authority

These represent a significant investment of Mobile's discretionary funds. They play a significant role in ensuring the equitable and fair operation of the City, as well as in enabling and supporting the City's economic development objectives.

They will play a significant role in delivering the Strategy and Vision of Mayor Spiro Cheriogotis to Enable Economic, Educational, Environmental, and Entertainment Excellence for all of Mobile's citizens and visitors.

Minnikin Resources Inc. has previously met with 14 of these boards and has worked with several of them to improve their governance practices. This work has resulted in Board orientation and education materials for these boards. Several documents and best practices have also been developed above and beyond the scope of the original statement of work at no additional cost to the City of Mobile, including a spreadsheet for tracking the progress of each board, standard committee charters, consistent commitment letters and several common board policies and procedures.

Both the Mayor and Minnikin Resources agree that there is a benefit in continuing to develop and deliver this education and support materials. Both desire to continue working to continue the improvement journey. The desired end state is to have board members who contribute to their respective boards and also support a higher level of board education and performance across the community.

The Mayor is interested in articulating his vision and working with each ABC to create strategies for each to ensure that vision is shared, supported and brought to fruition.

Minnikin Resources Inc. will review and assess all current governance documentation provided by the Mayor's office and, as requested over the duration of the contract, provide advice and assistsance to each board. The work with the existing boards will continue as appropriate for

each, and the Mayor will also identify an additional 8 boards for consideration. As in the prior contract, more will be accommodated whenever and wherever possible

The Mayor and each selected entity will then work with Minnikin Resources Inc. to articulate and define governance and business objectives. A plan will be drafted to address gaps between the current and desired states.

Minnikin Resources Inc. will assist and coach as necessary to support the implementation of this plan, including attending meetings and providing advice as needed. It is agreed that some of these meetings will take place via Zoom.

Minnikin Resources Inc. will provide training sessions on the governance basics to ensure that all members of the Mobile Boards share a standard level of understanding.

Minnikin Resources will also continue to deliver practical materials to improve governance practices as required by each entity.

This work will take place between June, 2026 and June 2027.

The milestones for payment will be:

$18,750 on Acceptance of this Statement of Work

$18,750 September 1, 2026

$18,750 December 1, 2026

$18,750 March 1, 2026

Minnikin Resources Inc. Commercial terms are standard. All amounts are in $USD. The salient points are:

1) Paula's daily rate is $4000. Sr. Associates are $2000, and Jr. Associates are $1000 (full calendar day)
2) Travel days are $750
3) Off-site prep days are 50% of the daily rate.
4) Travel is billed at cost pass thru. (most cost-effective option) unless otherwise approved in advance by the client. If you prefer that we follow your travel policy, provide a copy.
5) Payment terms are "due on receipt."
6) Where travel involves more than one client, costs are prorated.

For this engagement, we propose a fixed price:

USD 75,000 in professional fees, plus not more than $15,000 in travel expenses. This contemplates 3 or 4 weeks on-site in Mobile on mutually agreed dates.

Minnikin Resources understands that it is essential that it model accountability and transparency for each of the ABCs and will present expense claims accordingly.

It is understood and agreed that Minnikin Resources Inc. accepts no liability or responsibility for any work product or advice resulting from this business relationship. The City Of Mobile releases and indemnifies Minnikin Resources Inc. from any and all claims now and in perpetuity.

This agreement is the entire agreement.

Minnikin Resources Inc.

BY:_____ Name: Paula Minnikin. Date: May 7, 2026

City of Mobile

BY:_____ Name: _____ Date: _____

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
Minnikin Resources Inc. 543 Tower Road Halifax NS POSTAL CODE B3H 2X4	Minnikin Resources Inc. 573 Tower Road Halifax Nova Scotia POSTAL CODE B3H 2X4

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Professional liability insurance certificate

4. COVERAGES

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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE OR ☑ OCCURRENCE ☑ PRODUCTS AND / OR COMPLETED OPERATIONS ☐ EMPLOYER'S LIABILITY ☐ CROSS LIABILITY ☐ WAIVER OF SUBROGATION ☑ TENANTS LEGAL LIABILITY ☐ POLLUTION LIABILITY EXTENSION ☑ Professional Liability ☐	Chutter Underwriting Services - PPP6220700	2025/12/07	2026/12/07	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE	$1,000	$5,000,000
				- EACH OCCURRENCE		$2,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		$2,000,000
				☐ PERSONAL INJURY LIABILITY OR ☑ PERSONAL AND ADVERTISING INJURY LIABILITY		$2,000,000
				MEDICAL PAYMENTS		$25,000
				TENANTS LEGAL LIABILITY	$1,000	$250,000
				POLLUTION LIABILITY EXTENSION		
				Annual Aggregate		$2,000,000
☐ NON-OWNED AUTOMOBILES ☐ HIRED AUTOMOBILES				NON-OWNED AUTOMOBILES HIRED AUTOMOBILES		
AUTOMOBILE LIABILITY ☐ DESCRIBED AUTOMOBILES ☐ ALL OWNED AUTOMOBILES ☐ LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE		
EXCESS LIABILITY ☐ UMBRELLA FORM ☐				EACH OCCURRENCE AGGREGATE		
OTHER LIABILITY (SPECIFY) ☐						
☐						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 15 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured)
Fairway Insurance Services Inc Box 99 Annapolis Royal NS POSTAL CODE B0S 1A0 **BROKER CLIENT ID:** MINNRES-01	POSTAL CODE

8. CERTIFICATE AUTHORIZATION

ISSUER Fairway Insurance Services Inc	CONTACT NUMBER(S) TYPE Main NO. (902) 245-4741 TYPE Fax NO. 9025327553 TYPE NO. TYPE NO.
AUTHORIZED REPRESENTATIVE Ashton Wright	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE July 14, 2026 EMAIL ADDRESS a.wright@fairway.ca

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Dell Marketing LP for 50 Dell Pro Slim QBS1250 desktop computers for MPD.

Amount of Contract:
$78,520.50

Funding Source
General fund

ATTACHMENTS:
1. 20260723 Dell Agenda Package POs

REVIEWERS:
Tiereney Leverette
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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Agenda of: 28 July 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 Dell Marketing LP

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Dell Marketing LP for 50 Dell Pro Slim QBS1250 desktop computers for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $78,520.50

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: 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
15678	2026	(1530) POLICE ADMIN SERVICES	50 DELL PRO SLIM QBS1250 DESKTOP COMPUTERS FOR MPD (AL STATE CONTRACT)	$78,520.50	(44120) DELL MARKETING LP

Adopted:

_____

City Clerk

Bill To	Requisition 00015678-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
DELL MARKETING LP ONE DELL WAY RR8/2ND FLOOR-H168 ATTN JEFF MURRAY ROUND ROCK, TX 78682 Tel#866 Fax 6345653	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/26	044120				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER STATE OF ALABAMA CONTRACT #MA230000003898 AND YOUR QUOTE #3000203895966.4 ATTN: RYAN OKELLEY 800-456-3355 6186416 RYAN.OKELLEY@DELL.COM CUSTOMER #550393312444			
001	DESKTOP COMPUTER, DELL PRO SLIM QBS1250 Intel(R) Core(TM) Ultra 7 265 (13 TOPS NPU, 20 cores, up to 5.3GHz) - 338-CRZM Windows 11 Pro - 619-BBQD 32GB: 2 x 16GB, DDR5, up to 5600 MT/s, non-ECC- 370-BCWR 1TB SSD TLC - 400-BSWR Screw for SSD - 773-BBBC Integrated Graphics - 490-BKSX No Wireless LAN Card - 555-BLXL Internal speaker - 520-BBKW No Additional Add In Cards - 382-BBHX Dell Pro Slim Plus QBS1250 with 260W PSU - 329-BKSP Dell Pro Keyboard and Mouse - KM5221W - US English - Black - 580-BCCH Mouse included with Keyboard - 570-AADI ENERGY STAR Qualified -	50.00 EACH	1570.41000	78520.50

Bill To	Requisition 00015678-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DELL MARKETING LP	POLICE HEADQUARTERS
ONE DELL WAY	2460 GOVERNMENT STREET
RR8/2ND FLOOR-H168	
ATTN JEFF MURRAY	MOBILE, AL 36606
ROUND ROCK, TX 78682	
Tel#866	Delivery Reference
Fax 6345653	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/26	044120				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	387-BBLW System Power Cord C13 (Philipine/TH/US) 450-AAOJ Documentation - 340-DNBV Watch Dog SRV - 379-BFYR Quick Start Guide - 340-DTTZ US/Canada Battery Warning Label 389-FKHG Trusted Platform Module (Discrete TPM Enabled) - 329-BBJL Shipping Material (DAO)- 340-DTSR Shipping Label - 389-BBUU DAO Regulatory label for 260W PSU - 389-FJYR Driver/APP for IRST - 658-BFTS Intel(R) Core(TM) Ultra 7 vPro Processor Label - 389-FJVS Desktop BTO Standard shipment - 800-BBIO Dell Pro Slim Plus QBS1250 - 210-BPPM 8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive - 429-BBCG Intel vPro(R) Enterprise - 631-BCBN Cable Cover - 325-BGGZ EPEAT Silver with Climate+ - 379-BDTO No Additional Add In Cards - 382-BBHX No Additional Network Card Selected (Integrated NIC included) - 555-BBJO No Additional Video Ports - 492-BCKH No Media Card Reader - 379-BBHM NO RAID- 817-BBBN English, French, Spanish, Brazilian Portuguese - 619-BBPD CyberLink			

Bill To	Requisition 00015678-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
DELL MARKETING LP	POLICE HEADQUARTERS
ONE DELL WAY	2460 GOVERNMENT STREET
RR8/2ND FLOOR-H168	
ATTN JEFF MURRAY	MOBILE, AL 36606
ROUND ROCK, TX 78682	
Tel#866	Delivery Reference
Fax 6345653	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/26	044120				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Media Essentials for Windows 430-XYIX Custom Configuration - 817-BBBB No Option Included - 340-ACQQ M.2 Caddy + ODD- 325-BGHH Dell Limited Hardware Warranty Plus Service- 717-8784 ProSupport: 7x24 Technical Support, 3 Years - 717-8797 ProSupport: Next Business Day Onsite, 3 Years - 717-8802 Thank you choosing Dell ProSupport. For tech support, visit //support.dell. com/ProSupport 989-3449 Activate Your Microsoft 365 For A 30 Day Trial - 630-ABBT Dell Pro Slim Plus QBS1250 - 658-BFVK			
1	1000.30.15.1530.1530.1530.0000.0000.45050.			72468.69
2	1000.30.15.1530.1530.1530.0000.0000.44020.			6051.81

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Bill To	Requisition 00015678-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
DELL MARKETING LP ONE DELL WAY RR8/2ND FLOOR-H168 ATTN JEFF MURRAY ROUND ROCK, TX 78682 Tel#866 Fax 6345653	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/26	044120				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			78520.50

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.		
	6051.81	405995.93
POLICE ADMIN SERVICES EXP OPERATING SUPPLIES		
1000.30.15.1530.1530.1530.0000.0000.45050.		
	72468.69	405995.93
POLICE ADMIN SERVICES EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	07/23/26	DONALD ROSE	Auto approved by: 9105fola
Approved	07/23/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	07/23/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	07/23/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	07/23/26	JAMES NEESE	Auto approved by: 9105fola
Approved	07/23/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	07/23/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	07/23/26	ANNE FOLEY	
Approved	07/23/26	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Dell Inc. Products and Services (PCs and accessories)

Type
Master Agreement

Supplier
DELL MARKETING L P

Contract Code
MA230000003898

Linked Solicitation
Dell, Inc. Products and Services

Sourcing Number
SRC0000013822

Public Comments
Provides Dell OEM business-class computing products, including desktops, laptops, workstations, tablets, monitors, compatible accessories, and related maintenance services; printers, servers, storage, networking equipment, and cloud-based products are excluded

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
Carlynn	Panone	Carlynn.Panone@Dell.com	
James	Eddings	James.Eddings@dell.com	205-650-0816

2 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
3/15/2023

End Date
3/14/2027

Documents

- MA additional terms and conditions.pdf
- RFB Standard Boilerplate udated 11.21.2022.pdf
- Dell PC Terms and Conditions.pdf

Items

Item Name	Product Code		UOM
Technical Services - Discount: 4%	TechSvs	0.00	Each
Dell, Inc OEM Monitors - Discount: 25%	Monitors	0.00	Each
Manufacturer Compatible Accessories - Discount: 10%	Accessories	0.00	Each
Dell, Inc. OEM Personal Computers - Discount: 35%	PCs/Laptops	0.00	Each

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Vector Solutions, Inc., for annual renewal of Vector Solutions software and support for managing MFRD training, qualifications, evals, and equipment.

Amount of Contract:
$85,877.43

Funding Source
General fund

ATTACHMENTS:
1. 20260721 Vector Agenda Package POs

REVIEWERS:
Tiereney Leverette
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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Agenda of: 28 July 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: Spiro 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 Vector Solutions, Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Vector Solutions, Inc., for annual renewal of Vector Solutions software and support for managing MFRD training, qualifications, evals, and equipment. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $85,877.43

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

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

How many bidders submitted bids (if applicable): na

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

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
15593	2026	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF VECTOR SOLUTIONS SOFTWARE AND SUPPORT FOR MANAGING MFRD TRAINING, QUALIFICATIONS, EVALUATIONS, AND EQUIPMENT (BID EXEMPT AS SOFTWARE)	$85,877.43	(295501) VECTOR SOLUTIONS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00015593-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: Status: Released Page 1

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- RENEWAL OF EXISTING SOFTWARE. THIS IS A TRAINING SOFTWARE. STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION. PREVIOUSLY TARGETSOLUTIONS.			
001	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- SOFTWARE: ANNUAL RENEWAL TSCHECKIT-A Vector Check It - Vehicles Apparatus QUOTE Q-546580, 1- YEAR Vendor Item Inventory Item/Loc 1719	40.00 EACH	191.67000	7666.80
1	1000.30.15.1510.1510.1510.0000.0000.42115.			7666.80

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

Bill To	Requisition 00015593-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: Status: Released Page 2

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
002	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- TSMAINTFEES Vector LMS, TargetSolutions Edition - Maintenance Fee Annual maintenance of Vector LMS, TargetSolutions Edition QUOTE Q-546580 Vendor Item Inventory Item/Loc 1719	1.00 EACH	395.00000	395.00
	1 1000.30.15.1510.1510.1510.0000.0000.42115.			395.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes ---	27.00 EACH	95.84000	2587.68

Bill To	Requisition 00015593-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: Status: Released Page 3

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	TSCHECKITFIREVEHICLES Vector Check It - Fire/EMS Vehicles Vehicles QUOTE Q-546580 Vendor Item Inventory Item/Loc 1719			
1	1000.30.15.1510.1510.1510.0000.0000.42115.			2587.68
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- TSPREMIER Vector LMS, TargetSolutions Edition Premier Membership Training management for public entities and professionals QUOTE Q-546580 Vendor Item Inventory Item/Loc 1719	538.00 EACH	107.41000	57786.58
1	1000.30.15.1510.1510.1510.0000.0000.42115.			57786.58

Bill To	Requisition 00015593-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	295501				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			
005	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- TSONLINE Vector LMS, TargetSolutions Edition - Online Training Package Admin QUOTE Q-546580 Vendor Item Inventory Item/Loc 1719	41.00 EACH	45.65000	1871.65
	1 1000.30.15.1510.1510.1510.0000.0000.42115.			1871.65

Bill To	Requisition 00015593-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- TSEVAL Vector Evaluations+ Vector Evaluations+ for web and mobile QUOTE Q-546580 Vendor Item Inventory Item/Loc 1719	538.00 EACH	28.94000	15569.72
1	1000.30.15.1510.1510.1510.0000.0000.42115.			15569.72

Bill To	Requisition 00015593-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: Status: Released Page 6

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	295501				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 85877.43

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.42115.	85877.43	
FIRE ADMINISTRATION EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Queued	07/20/26	DONALD ROSE	
Queued	07/20/26	SANDRA LEWIS	
Queued	07/20/26	STEVEN KRONINGER	
Queued	07/20/26	MARYLYN BUSCHELL	
Queued	07/20/26	JAMES NEESE	
Queued	07/20/26	PATRICIA KENNEDY-JONES	
Queued	07/20/26	REBECCA CRUMPLER	

Bill To	Requisition 00015593-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: Status: Released Page 7

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	295501				FIRE ADMINISTRATION

LN	Description / Account		Qty	Unit Price	Net Price
	Queued 07/20/26	ANNE FOLEY			
	Queued 07/20/26	JOHN PAINE			
	Queued 07/20/26	ANNE FOLEY			

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
Kathlyn Scott, Director of Pensions

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Police and Fire Pension 2.5 percent COLA for retirees.

Amount of Contract:

Funding Source
80008000.40100

ATTACHMENTS:
1. Council Resolution.COLA10.2026

REVIEWERS:
Tiereney Leverette
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City of Mobile agrees to provide a one-time cost-of-living adjustment for those certain classes of pensioners of the Police and Firefighter's Retirement Plan as detailed below:

Retirees:

For retirees who retired prior to October 1, 1977;
2.5%

For retirees who retired during the period of October 1, 1977, through April 14, 1985;
No increase

For retirees who retired during the period April 15, 1985, through September 30, 2026;
2.5%

For retirees actively participating in the Deferred Retirement Option Program (DROP);
2.5%

Beneficiaries:

For widows of retirees who retired prior to April 14, 1985 ("$150 widows" only);
2.5%

For widows/beneficiaries whose benefit began during the period April 15, 1985, through September 30, 2026; and
2.5%

BE IT FURTHER RESOLVED that the cost-of-living adjustment will become effective October 1, 2026.

Adopted:

City Clerk

July 22, 2026

Dear Councilmembers:

Attached to this memo is a temporary construction easement between the City of Mobile and R-Cubed, L.L.C., to provide access for Segment 5 of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase the walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

"Exhibit A" contains the legal description for the easement and "Exhibit B" is a drawing showing the location of the easement.

We look forward to continued communication on this important community 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
Public Works

2026

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts a Temporary Construction Easement, from R-Cubed, L.L.C., organized under the laws of the State of Alabama, as needed for Segment 5 of the Three Mile Creek Greenway Trail Project.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Asset Management Department of the City of Mobile.

Adopted:

_____

City Clerk

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA

COUNTY OF MOBILE

This indenture made this 17th day of July, 2026, by and between R-CUBED, L.L.C., an Alabama limited liability company (hereinafter "Grantor"), and the CITY OF MOBILE, a Municipal corporation, organized and existing under the laws of the State of Alabama (hereinafter "Grantee").

W I T N E S S E T H:

That the Grantor is the owner of the real property located at 715 Loeffler Street, Mobile, AL 36607 (Key No. 710822).

That the Grantor, in consideration of the sum of ONE DOLLAR and 00/100's ($1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for the further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to our property, does hereby grant and convey to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the improvements on adjacent land for the **3 Mile Creek Trailway Segment 5** (the "Project"), said easement being on and across the lands described in **Exhibit A** and **Exhibit B** attached hereto.

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was

on the date work started on the above-described property. The Grantee shall notify the Grantor in writing of the completion of the project and formally declare the project ended within 10 days after all work has been completed. All work performed on the property's driveway, concrete collar, and headwall shall be completed with due care in a workmanlike manner; upon completion, such items shall be in good working order.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 17th day of July, 2026.

R-CUBED, L.L.C., an Alabama limited liability company

By: _____
Print: John Kenneth Robinson, Jr.
Title: Manager

STATE OF ALABAMA
COUNTY OF MOBILE

I, Garrett F. Lucey, the undersigned Notary Public in and for said County, in said State, hereby certify that John Kenneth Robinson, Jr. whose name as Manager of R-Cubed, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company.

GIVEN under my hand and official seal of office this 17th day of July, 2026.

GARRETT F LUCEY NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
NOTARY PUBLIC
My Commission Expires: 4/1/2028

Grantor:
R-Cubed, L.L.C.
715 Loeffler St.
Mobile, AL 36607

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

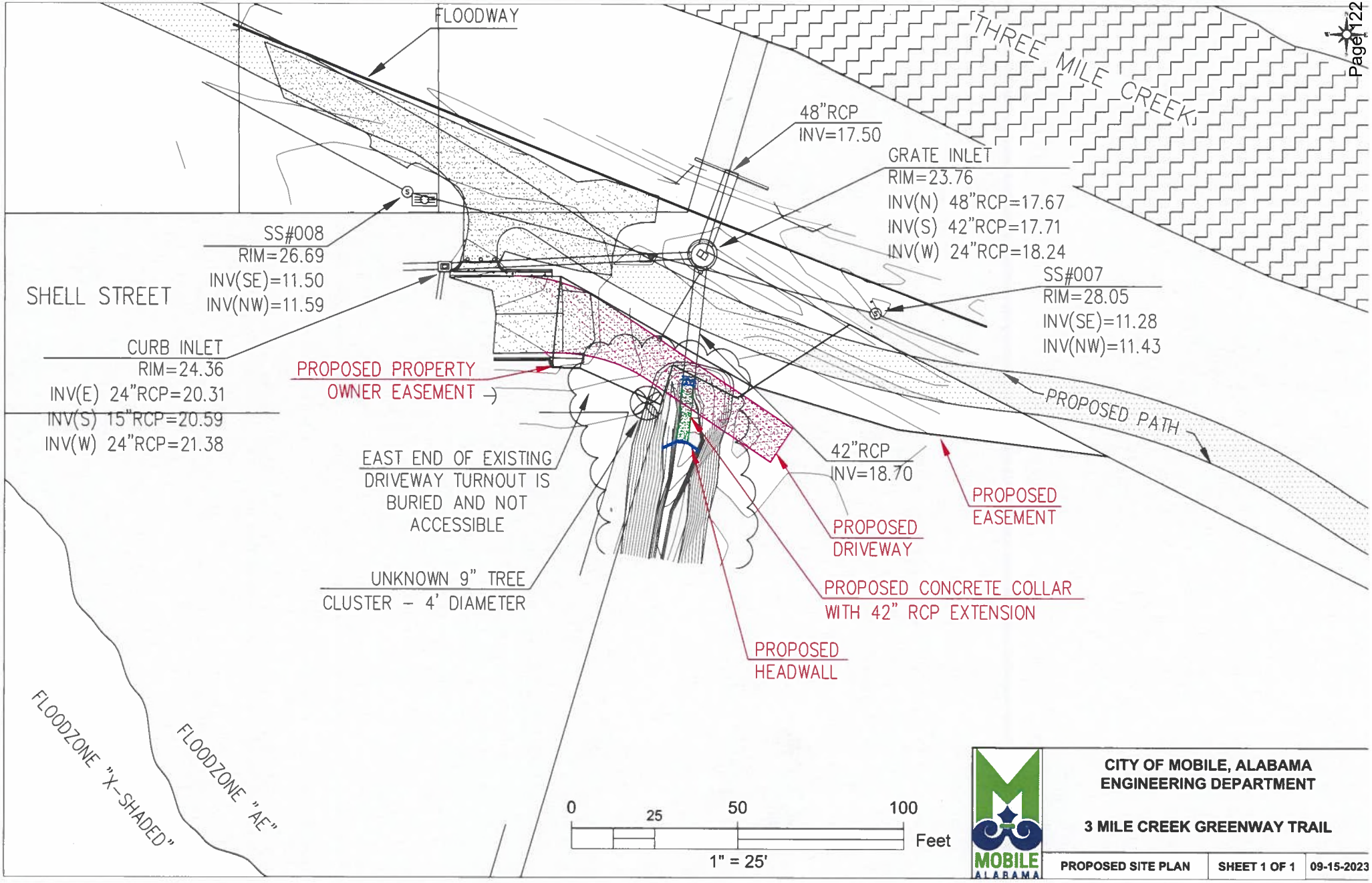
State of Alabama
County of Mobile

Commencing at the southeast corner of Lot 213, Liberty Park, as recorded in Map Book 5, Page 67 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 25°-20'-06" East a distance of 13.10 feet to the intersection of the north right-of-way line of Shell Street (variable row width) and the east line of the "10' dedicated for screen hedges" parcel as shown on the plat of said Liberty Park; thence run South 63°-09'-45" East along the north right-of-way line of said Shell Street a distance of 48.42 feet to the northernmost corner of property owned by R-Cubed, LLC; thence run South 56°-58'-41" West along the east right-of-way line of said Shell Street and along a line of said R-Cubed, LLC property a distance of 34.07 feet to the Point of Beginning of the following described parcel: thence run South 73°-25'-28" East a distance of 28.00 feet; thence run South 25°-09'-47" West a distance of 44.00 feet; thence run North 80°-03'-11" West a distance of 47.00 feet to the west line of said R-Cubed, LLC property; thence run North 16°-21'-52" East along said west line a distance of 48.00 feet to the south right-of-way line of said Shell Street; thence run South 63°-02'-31" East along said south right-of-way line and along a line of said R-Cubed, LLC property a distance of 21.67 feet; thence run North 56°-58'-41" East along the east right-of-way line of said Shell Street and along a line of said R-Cubed, LLC property a distance of 6.35 feet to the Point of Beginning. The described parcel contains 2,234 square feet, more or less.

EXHIBIT B

SURVEY OF TEMPORARY CONSTRUCTION EASEMENT LOCATION

(See attached.)



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

3 MILE CREEK GREENWAY TRAIL

PROPOSED SITE PLAN	SHEET 1 OF 1	09-15-2023

July 22, 2026

Dear Councilmembers:

Attached to this memo is a non-exclusive access easement and right of way agreement between the City of Mobile and R-Cubed, L.L.C., to provide access for Segment 5 of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase the walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

"Exhibit A" contains the legal description for the easement and "Exhibit B" is a drawing showing the location of the easement.

We look forward to continued communication on this important community 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
Public Works

2026

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby grants a non-exclusive access easement and right of way, to R-Cubed, L.L.C., organized under the laws of the State of Alabama, as needed for Segment 5 of the Three Mile Creek Greenway Trail Project.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Asset Department of the City of Mobile.

Adopted:

_____

City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

NON-EXCLUSIVE ACCESS EASEMENT AND RIGHT OF WAY

THIS CONVEYANCE of NON-EXCLUSIVE ACCESS EASEMENT AND RIGHT OF WAY is made and entered into by and between the **CITY OF MOBILE**, a municipal corporation, as Grantor, and **R-CUBED, L.L.C.**, an Alabama limited liability company, as Grantee, to wit:

FOR AND IN CONSIDERATION of the sum of One and No/100 ($1.00) Dollar, to the undersigned paid by Grantee, together with other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned Grantor does hereby grant, bargain, donate and convey to Grantee, its successors, assigns, invitees and licensees, the following described perpetual non-exclusive access easement and right-of-way, to be used for the purposes and in the manner hereinafter set forth, to-wit:

RIGHT-OF-WAY AND EASEMENT
FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED ON EXHIBIT "A" AND FURTHER DEPICTED ON EXHIBIT "B"

A perpetual, non-exclusive right-of-way and non-exclusive access easement appurtenant to and running with the land of the Grantee for vehicular and pedestrian ingress and egress and to construct, install, operate and maintain all such equipment, fixtures, facilities and appurtenances as shall be necessary in connection with the installation and maintenance of public and/or private right-of-way over, along and under the above-described lands.

TOGETHER with all and singular the rights and privileges necessary for the full use and enjoyment of the right-of-way and easements hereby conveyed to Grantee.

TO HAVE AND TO HOLD unto the said Grantee, its successors, assigns, invitees and licensees, forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative as of the ____ day of _____ 2026.

CITY OF MOBILE, ALABAMA,
An Alabama municipal corporation.

BY: _____
NAME: _____
ITS: _____

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared _____, whose name as_____ of the City of Mobile, Alabama, an Alabama municipal corporation, is signed to the foregoing Instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he/she, in his/her capacity aforesaid, executed the same voluntarily and with full authority on behalf of said municipal corporation.

Given under my hand and seal on this the _____ day of _____, 2026.

_____
Notary Public

My Commission expires:
_____

Grantor:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Grantee:
R-Cubed, L.L.C.
715 Loeffler St.
Mobile, AL 36607

This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

66248734 v1

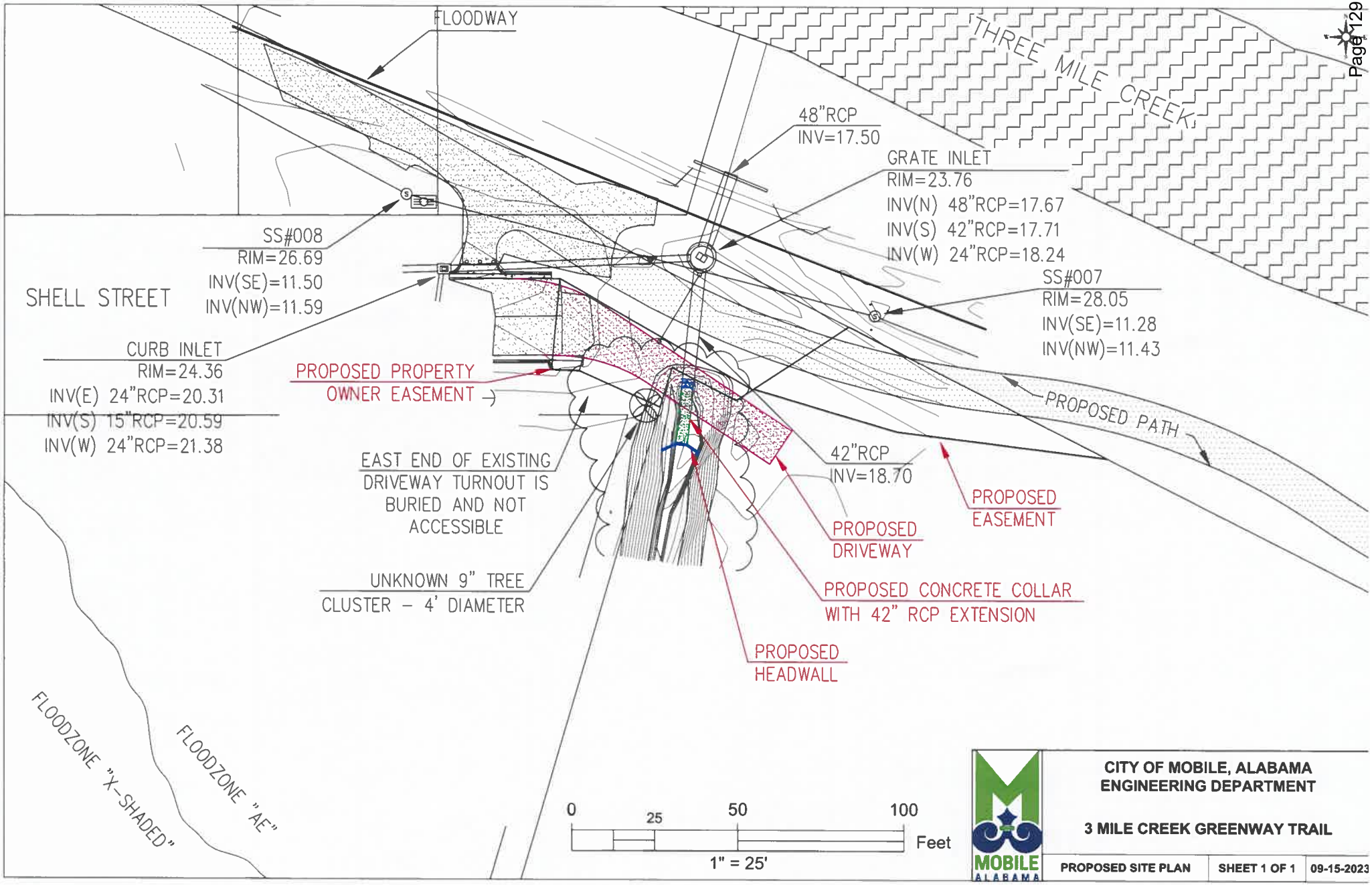
EXHIBIT "A"

State of Alabama
County of Mobile

Commencing at the southeast corner of Lot 213, Liberty Park, as recorded in Map Book 5, Page 67 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 25°-20'-06" East a distance of 13.10 feet to the intersection of the north right-of-way line of Shell Street (variable row width) and the east line of the "10' dedicated for screen hedges" parcel as shown on the plat of said Liberty Park; thence run South 63°-09'-45" East along the north right-of-way line of said Shell Street a distance of 48.42 feet to the east right-of-way line of said Shell Street and the northernmost corner of property of R-Cubed, LLC; thence run South 56°-58'-41" West along said east right-of-way line and along a line of said R-Cubed, LLC property a distance of 34.07 feet to the Point of Beginning of the following described parcel: thence continue South 56°-58'-41" West along said east right-of-way line and along a line of said R-Cubed, LLC property a distance of 6.35 feet to the south right-of-way line of said Shell Street and a corner of said R-Cubed, LLC property; thence run North 63°-02'-31" West along said south right-of-way line and along a line of said R-Cubed, LLC property a distance of 21.67 feet to the west line of said R-Cubed, LLC property; thence run South 16°-21'-52" West along said west line a distance of 14.00 feet; thence run North 62°-01'-55" West a distance of 27.09 feet; thence run North 88°-58'-17" West a distance of 8.41 feet; thence run North 05°-11'-52" East a distance of 27.32 feet; thence run South 60°-33'-21" East a distance of 67.12 feet to the Point of Beginning. The described parcel contains 964 square feet, more or less.

EXHIBIT "B"

[See attached.]



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

3 MILE CREEK GREENWAY TRAIL

PROPOSED SITE PLAN	SHEET 1 OF 1	09-15-2023

July 22, 2026

Dear Councilmembers:

Attached to this memo is an easement for recreational purposes between the City of Mobile and R-Cubed, L.L.C., to provide access for Segment 5 of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase the walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

"Exhibit A" contains the legal description for the easement and "Exhibit B" is a drawing showing the location of the easement.

We look forward to continued communication on this important community 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
Public Works

2026

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts a recreational easement, from R-Cubed, L.L.C., organized under the laws of the State of Alabama, as needed for Segment 5 of the Three Mile Creek Greenway Trail Project.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Asset Management Department of the City of Mobile.

Adopted:

_____

City Clerk

EASEMENT FOR RECREATIONAL PURPOSE

STATE OF ALABAMA
COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **R-CUBED, L.L.C.,** an Alabama limited liability company (herein referred to as "GRANTOR") for and in consideration of the amount of Ten and No/100 Dollars, cash in hand paid to the undersigned by the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "GRANTEE"), receipt of which is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the neighborhood, to the public generally and to its property, does HEREBY, GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the GRANTEE, its successors and assigns, exclusively and perpetually, full and free right, liberty and authority to enter upon and to construct, operate and maintain for public active or passive use, a greenway, recreational trail, park, or other such recreational improvements as deemed necessary and appropriate by GRANTEE, including but not limited to paving, signage, benches, restroom facilities, bicycle racks and wastebaskets, over, under and across the following described land:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN ON "EXHIBIT B"

It is understood between the parties that the rights in and to the above-described property which GRANTOR is relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently.

TO HAVE AND TO HOLD, the said easement unto GRANTEE, its successors and assigns, for so long as GRANTEE, its successors and assigns, shall continue to use the easement for such purposes.

This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.

IN WITNESS WHEREOF, this instrument is executed this the 17th day of July, 2026.

GRANTOR:

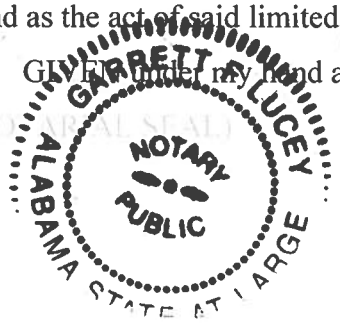
R-CUBED, L.L.C., an Alabama limited liability company

By: _____
Print: John Kenneth Robinson, Jr.
Its: Manager

STATE OF ALABAMA
COUNTY OF MOBILE

I, Garrett F. Lucey, the undersigned Notary Public in and for said County, in said State, hereby certify that John Kenneth Robinson, Jr. whose name as Manager of R-Cubed, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company.

GIVEN under my hand and official seal of office this 17th day of July, 2026.



_____
NOTARY PUBLIC
My Commission Expires: 4/1/2028

Grantor:
R-Cubed, L.L.C.
715 Loeffler St.
Mobile, AL 36607

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by:
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

66249444 v1

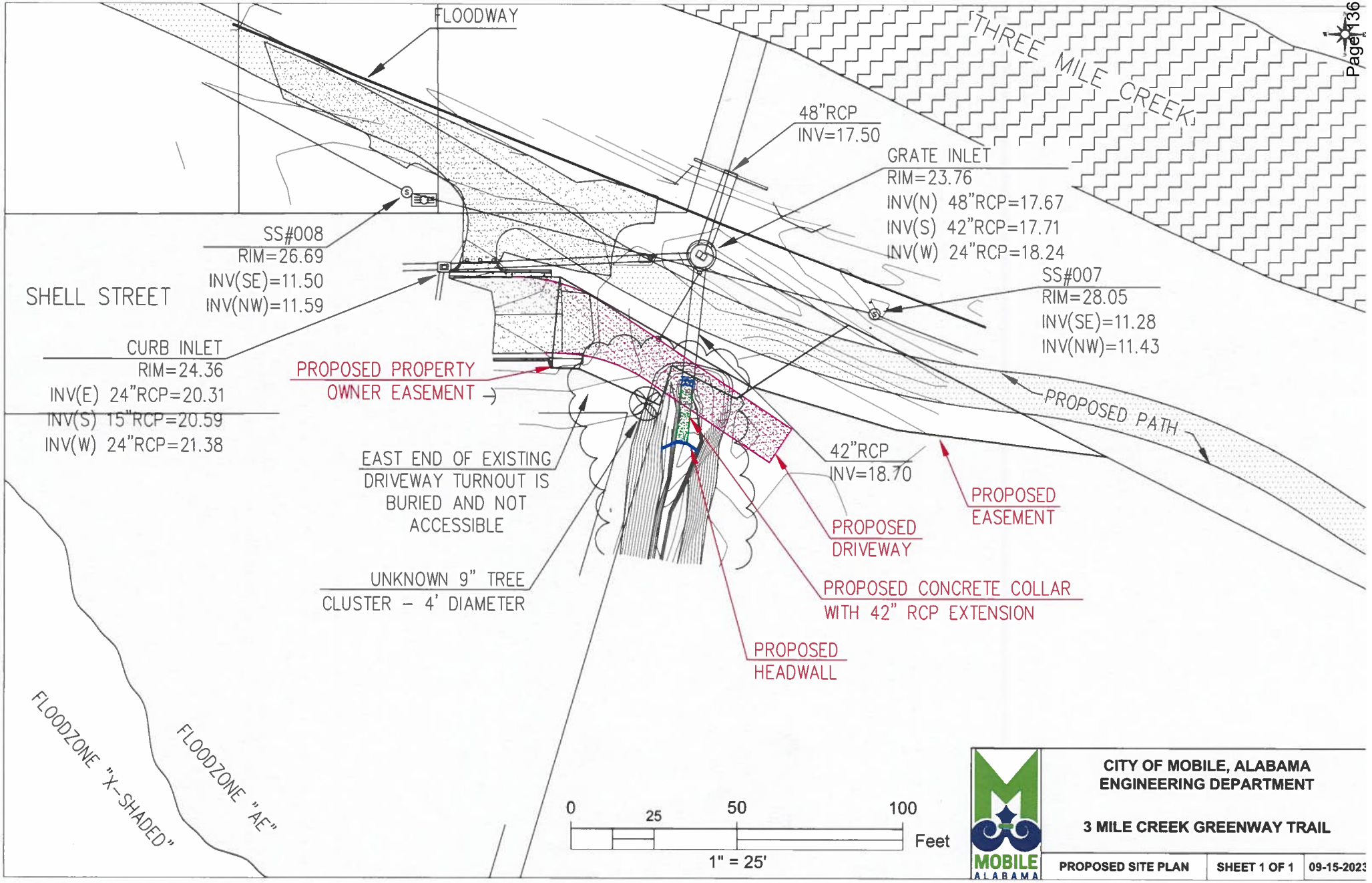
EXHIBIT "A"

State of Alabama
County of Mobile

Commencing at the southeast corner of Lot 213, Liberty Park, as recorded in Map Book 5, Page 67 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 25°-20'-06" East a distance of 13.10 feet to the intersection of the north right-of-way line of Shell Street (variable row width) and the east line of the "10' dedicated for screen hedges" parcel as shown on the plat of said Liberty Park; thence run South 63°-09'-45" East along the north right-of-way line of said Shell Street a distance of 48.42 feet to the northernmost corner of property owned by R-Cubed, LLC and the Point of Beginning of the following described parcel: thence continue South 63°-09'-45" East along the north line of said R-Cubed, LLC property a distance of 87.06 feet; thence run North 82°-51'-43" West a distance of 63.62 feet; thence run North 73°-25'-28" West a distance of 44.99 feet to the east right-of-way line of said Shell Street and a line of said R-Cubed, LLC property; thence run North 56°-58'-41" East along said east right-of-way line and along the west line of said R-Cubed, LLC property a distance of 34.07 feet to the Point of Beginning. The described parcel contains 1,517 square feet, more or less.

EXHIBIT "B"

(See attached.)



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

3 MILE CREEK GREENWAY TRAIL

PROPOSED SITE PLAN	SHEET 1 OF 1	09-15-2023

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 for grant assistance from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), under the FY2026 Community Policing Development (CPD) Microgrants Program, in an amount not to exceed **$200,000.00**. There is no local matching requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to accept the grant if awarded, to execute any grant agreements and other documents necessary in connection with the grant application or award, and to provide any information required by the U.S. Department of Justice, Office of Community Oriented Policing Services. Any grant agreements and related exhibits shall be filed with the City Clerk following execution.

Adopted:

_____

City Clerk

July 29, 2026

Dear Councilmembers:

The Mobile Police Department (MPD) has requested that the Office of Grants Management apply for the FY2026 Community Policing Development (CPD) Microgrants Program. The department is seeking funding to support MPD homeless outreach programming that addresses vagrancy, urban camping, loitering, and illegal squatting through coordinated enforcement. The Mobile Police Department operates a dedicated response team that pairs officers with embedded behavioral health and outreach staff to resolve illegal encampments and squatting cases, reduce repeat calls for service, prevent reoccupation of cleared sites, and improve officer safety during enforcement contacts.

Funding comes from the United States Department of Justice, Office of Community Oriented Policing Services (COPS Office), through the FY2026 CPD Microgrants Program. The total amount of grant assistance requested is $200,000.00. This award requires no local match. The deadline to submit the application is August 27, 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: 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/Table Wine (Off Premises Only) License
Submitted by:	Surya Global Market, LLC
Location:	Fast Stop 4 1395 N. University Boulevard Suite B 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	License Account #	Council District	Council Agenda Date
07/27/2026	NEW APPLICATION	2026 - 5805	134937	7	August 4, 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

SURYA GLOBAL MARKET LLC

Trade Name (DBA)

FAST STOP 4

Location Address

1395 N UNIVERSITY BLVD STE B

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
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DISTRICT 5
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CITY CLERK
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PO Box 1151 Montgomery AL 36101

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050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

SURYA GLOBAL MARKET LLC

Trade Name (DBA)

FAST STOP 4

Location Address

1395 N UNIVERSITY BLVD STE B

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
07/27/2026	NEW APPLICATION	2026 - 5805	134937	7	August 4, 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)
SURYA GLOBAL MARKET LLC	FAST STOP 4

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	06/25/2026	001-261-448	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
42-3416531	RO12982095		

Physical Address (Street Address, Suite #)	City	State	Zip Code
1395 N UNIVERSITY BLVD STE B	MOBILE	AL	36618

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
1395 N UNIVERSITY BLVD STE B	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
SUJJEEV REDDY	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
PHONG PHAM GIA		

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
1395 UNIVERSITY BLVD STE B	MOBILE	AL	36618

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
9,500	0	YES	NO	SHOPPING CENTER	PARTIAL - ATTACHED

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)	
RAMASSAHAYAM SUJEEV REDDY	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
	MOBILE	AL	36571
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)	
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

SR — 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.

SR — 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.

SR — 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.

SR — 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.

SR — 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.

SR — 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.

SR — 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
SUJEEV REDDY RAMASAHAYAM	[redacted] 2026
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
[redacted]	OWNER

Sworn to and subscribed before me this 29th day of July 20 26

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

[redacted]

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

SURYA GLOBAL MARKET LLC

Trade Name (DBA)

FAST STOP 4

Location Address | Zip Code

1395 N UNIVERSITY BLVD STE I | **36618**

Application Number | Notice Post Date @ Location

2026 - 5805 | **07/27/2026**

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

August 4, 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

[redacted]

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: 20260727144706463

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: FAST STOP 4

Filing Fee: $150.00

Applicant: SURYA GLOBAL MARKET LLC

Transfer Fee:

Location Address: 1395 N UNIVERSITY BLVD STE B MOBILE, AL 36618

Mailing Address: 1395 N UNIVERSITY BLVD STE B MOBILE, AL 36618

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

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

Book, Page, or Document info: 001-261-448

Do you sell Draft Beer?: N/A

Date Incorporated: 06/25/2026 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 06/25/2026

Federal Tax ID: 42-3416531 **Alabama State Sales Tax ID:** R012982095

Name:	Title:	Date and Place of Birth:	Residence Address:
SUJEEV REDDY RAMASAHAYAM	MEMBER	[redacted]	

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

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

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

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

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260727144706463

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: SUJEEV REDDY
Business Phe
Fax:

Ho
Ce
E-n

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260727144706463

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

Name of Property owner/lessor and phone number: A AND J LLC 251-654-1153

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: 9500

Display Square Footage:

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
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260727144706463

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: 20260727144706463

Initial each — **Signature page**

Initial each	
SR	In reference to law violations, I attest to the truthfulness of the responses given within the application.
SR	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
SR	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.
SR	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.
SR	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.
SR	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): SUJEEV REDDY RAMASAHAYAM Notary Name (print): Sandy Durham

Signature of Applican [redacted]

Commission expires: 9/26/29

Application Taken: 7/27/26 **App. Inv. Completed:**
Submitted to Local Government:
Received in District Office: **Reviewed by Supervisor:**

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260727144706463

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 RETAIL ESTABLISHMENTS
License Covers: STE B

******APPLICANT COPY******

Alabama ABC Board
Licensing and Compliance Division
Criminal Background Check

7/27/2026

This form certifies that the criminal background check for the individual listed below has been received and reviewed by the Alabama ABC Board Licensing and Compliance Division and satisfies the background check requirements set forth in Title 28, Code of Alabama 28-3A-23(2-3), 28-12-40, and ABC Regulation 20-X-5-.01(b).

Applicants should retain a copy of this form for their records, as this verification may be used to satisfy the criminal background check requirement for any subsequent ABC applications submitted within two (2) years of the original background check date listed below.

Applicant's First, Middle, Last Name: SUJEEV RAMASAHAYAM
ALIAS: SUJEEV REDDY RAMASAHAYAM, SUJEEY REDDY RAMASAHAYAM
Last 4-digits of Socia[redacted]
Birth Date (MM/DD/YYYY):[redacted]
Date of Original Background Check: 7/23/2026
Form Expires: 7/23/2028

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:

   Surya Global Market 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): SUJEEV R RAMASAHAYAM

   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

001-261-448 DLL

Date	06/25/2026
Time	15:54:00
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 6 / 25 / 2026 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 : 54 ☐ 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).

6 / 25 / 2026
Date (MM/DD/YYYY)

SUJEEV REDDY RAMASAHAYAM
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
SUJEEV R RAMASAHAYAM		
SINDHU VEDIRE		

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:

Surya Global Market LLC

This name reservation is for the exclusive use of SUJEEV REDDY RAMASAHAYAM, 8987 WHITE AVE, MOBILE, AL 36695 for a period of one year beginning June 25, 2026 and expiring June 25, 2027

[redacted]

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

June 25, 2026

Date [redacted]

Wes Allen **Secretary of State**

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

SURYA GLOBAL MARKET LLC
DBA FAST STOP 4

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012982095	08/1/2026	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.

[redacted]

NAICS CODE: 457110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

1395 N UNIVERSITY BLVD STE B MOBILE AL 36618-2627

IRS Notice CP575A

Department Of the Treasury
Internal Revenue Service
Philadelphia, PA 19255-0023
Important Information - Please Read

SURYA GLOBAL MARKET LLC
SUJEEV REDDY RAMASAHAYAM MBR
% SUJEEV REDDY RAMASAHAYAM MBR

June 25, 2026

We assigned you an employer identification number (EIN)

Your EIN is **42-3416531.** The name control associated with this EIN is **SURY.**

What you need to do

- If you did **not** apply for this EIN, vis[redacted]
- Use this EIN and your name exactly as they appear above when you fill out your tax returns. Otherwise, it may cause delays. Keep a copy of this notice for your records because we'll only send it to you once. You can share a copy with future officers of your organization or anyone asking for proof of your EIN. If your name or address is incorrect as shown, send the correct information to the address at the top of this notice.
- You must file the following forms by the dates shown.

Form	Due Date
1065	03/15/2027
940	01/31/2027
941	01/31/2027

What you need to know

If you need to pay certain types of taxes, like employment or corporate income taxes, we'll send you a package with instructions. The package will tell you how to pay your taxes online using the Electronic Federal Tax Payment System (EFTPS). We'llll also send you a personal identification number (PIN) separately. Be sure to activate your PIN when you receive it, so you can start using the EFTPS. To learn more about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes.

Additional Information

- Refer to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business, for tips on keeping your EIN safe.
- Find tax forms or publications by visitin[redacted]r by calling 800-TAX-FORM (800-829-3676).
- Call us at 800-829-4933 if you can't fin[redacted]nline. If you prefer, you can write to the address at the top of this notice.

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

SURYA GLOBAL MARKET LLC
1395 N UNIVERSITY BLVD STE B
MOBILE, AL 36618-2627

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[redacted]

NAICS CODE: 457110

375 South Ripley Street
Montgomery, AL 36104

revenue.alabama.gov

Alabama Department of Revenue

July 1, 2026 Letter Id: L0782841360

ONLINE FILING INFORMATION

Dear SURYA GLOBAL MARKET LLC,

In order to access the My Alabama Taxes (MAT) website, you will need your Account Number, Sign-O ID and Access Code listed below.

[redacted]

Please keep this letter in a safe place and do not disclose your Sign On ID and Access Code numbers to anyone. To review instructions on how to make payments and/or file returns using the MAT system, visi our website at https://myalabamataxes.alabama.gov. If you have any questions and wish to speak to an Alabama Department of Revenue (ADOR) representative, please call 1-800-322-4106 and select the appropriate option.

Act No. 2006-552, specifies that for each occasion a business taxpayer is obligated to make a tax paymen of $750 or more to the Alabama Department of Revenue (ADOR), such payment must be remitted electronically through an electronic funds transfer (EFT) method. Voluntary participation of transactions less than $750 is encouraged.

E-Pay Only: The ADORs MAT website offers a `Make a Payment Only` feature, giving taxpayers the capability to make electronic payments for the various corporate income, individual income, and busines taxes administered by the Department. To make your payment online, simply visit our website at https://myalabamataxes.alabama.gov. Billing payments may also be made on the website and no pre-registration is required to make a billing payment.E-File & E-Pay: The state requires the following taxes to be e-filed through the My Alabama Taxes system: State Sales, Use, Lodgings, Rental, Utility, Mobile Telecommunications, Nursing Facilities, Pharmaceutical Provider, Emergency Medical Transpor Fee, Prepaid Wireless Service Charge, Contractors Gross Receipts, Freight Line and Equipment, and State-administered Local Sales, Use, Lodgings, and Rental taxes. In order to avoid penalties, a tax report must be filed for each month, even if no tax is due unless authorized by the Department of Revenue. Non-state administered Local Sales, Use, and Rental taxes may be filed and paid through the My Alabama Taxes system beginning October 1, 2013. To e-file your returns on-line, please visit our website at https://myalabamataxes.alabama.gov. Do not mail paper returns for taxes e-filed through this system.

375 South Ripley Street
Montgomery, AL 36104

revenue.alabama.gov

Alabama Department of Revenue

July 1, 2026 Letter Id: L1738421776

ONLINE FILING INFORMATION

Dear SURYA GLOBAL MARKET LLC,

In order to access the My Alabama Taxes (MAT) website, you will need your Account Number, Sign-O ID and Access Code listed below.

[redacted]

Please keep this letter in a safe place and do not disclose your Sign On ID and Access Code numbers to anyone. To review instructions on how to make payments and/or file returns using the MAT system, visit our website at https://myalabamataxes.alabama.gov. If you have any questions and wish to speak to an Alabama Department of Revenue (ADOR) representative, please ca[redacted]lect the appropriate option.

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375 South Ripley Street
Montgomery, AL 36104

revenue.alabama.gov

Alabama Department of Revenue

July 1, 2026

Letter Id: L0862549520

ONLINE FILING INFORMATION

Dear SURYA GLOBAL MARKET LLC,

In order to both file your returns and pay your employee Withholding Taxes online, you will need your Account Number, Sign-On ID, and Access Code shown below. These will allow you access to the My Alabama Taxes (MAT) portal. This account information is confidential and should not be disclosed to unauthorized persons.

[redacted]

Using the information above, please register to file and pay online at www.myalabamataxes.alabama.gov
If you need additional assistance please call the Withholding Tax Section at [redacted]

Section 41-1-20, Code of Alabama 1975 requires taxpayers making a payment of $750 or more to remit such payment electronically. The Department also encourages electronic participation for payments less than $750.

In order to avoid any penalties and interest for late filing or late payment, please insure that both your return has been filed and your payment is scheduled before 4 pm of the return due date.

375 South Ripley Street
Montgomery, AL 36104

revenue.alabama.gov

Alabama Department of Revenue

July 1, 2026 Letter Id: L1334670864

ONLINE FILING INFORMATION

Dear SURYA GLOBAL MARKET LLC,

Business Income Tax account taxpayers may now use the My Alabama Taxes (MAT) website for convenient access to make payments or view online account information. In order to access the online information, you will need the information listed below.

[redacted]

This account information is confidential and should not be disclosed to unauthorized persons. Please register your account at www.myalabamataxes.alabama.gov. If you have any questions and wish to speak to an Alabama Department of Revenue (ADOR) representative, please [redacted] lect option 6.

E-Pay Only: The MAT website offers a 'Pay a Bill I've Received' feature, giving taxpayers the capability to make electronic payments without pre-registration for corporate income tax due.

Section 41-1-20, Code of Alabama 1975 requires taxpayers making a payment of $750 or more to remit such payment electronically. The Department also encourages electronic participation for payments less than $750.

LEASE

1. PARTIES. This Lease, entered into this day of 25th day of June 2026 by and between A & J, LLC. an Alabama limited liability company ("Landlord") and SURYA GLOBAL MARKET, LLC. ("Tenant").

2. LEASED PREMISES. Landlord, in consideration of Tenant's covenants and agreements contained herein, hereby grants, demises and lets unto Tenant, and Tenant hereby leases and takes from Landlord, the premises and improvements thereon known as 1395 North University Boulevard, STE-B, Mobile, AL 36618 which is located within the shopping center property legally described on Exhibit A on the parcel of land being situated in the City of Mobile, County of Mobile, State of Alabama, together with all improvements, appurtenances, UST's and rights incident thereto (the "Leased Premises").

3. TERM AND RENEWAL OPTION. The primary term of this Lease shall be five (5) years, commencing August 1, 2026. ("Commencement Date") If commencement occurs on other than the first day of the month, then rent shall be prorated for such partial month and the Lease term shall officially commence on the first day of the following month. The primary term of the Lease shall expire five (5) years from such official commencement date. No rent shall be due or payable prior to the Commencement Date.

Tenant shall have and is hereby granted a total of two (2) successive options to extend the term of this Lease upon the same terms and conditions, except rent, herein for any period of time not exceeding five (5) years for each such option. If Tenant elects to exercise any such options, it shall give Landlord notice not less than ninety (90) days prior to the expiration of the primary term or the then current extension. Tenant shall state in such notice the date to which it elects to extend the term.

4. USE OF LEASED PREMISES. Tenant may occupy and use the Leased Premises for any lawful purpose or activity, including the storage and sale of petroleum products. Tenant shall not use the Leased Premises in violation of any applicable law or regulation and shall fully comply with such laws and regulations. Nothing contained herein shall prohibit Tenant from obtaining a retail off-sale liquor license in accordance with existing laws. Tenant agrees to indemnify Landlord from any loss or damage directly resulting from its use of the Leased Premises during the Lease term.

Landlord grants to Tenant and Tenant's customers, employees, vendors, invitees and agents, in common with any other tenant and its agents, employees, customers, and the general public, the non-exclusive right to use parking areas, roadways, sidewalks, driveway entrances and exits, and any other areas and facilities that may be designated for common use in and on Landlord's shopping center property as shown on Exhibit B, of which the Leased Premises is a part.

[redacted]

5. COMPETITION. So long as this Lease remains in force and effect, neither Landlord nor any person, firm or corporation who or which controls or is controlled by Landlord, directly or indirectly, shall operate, own engage in, or carry on, or become financially interested in any business which is similar to or competes with the business of Tenant being conducted on the Leased Premises within a radius of two (2) miles from the Leased Premises, nor shall Landlord permit the sale of any food, alcoholic beverages, tobacco, gasoline, or ice on any property owned or controlled, directly or indirectly, by Landlord within a radius of two (2) miles from the Leased Premises, nor permit the erection of any other building or outdoor sign on property owned or controlled, directly or indirectly, by Landlord which would restrict the view of Tenant's signs. In the event that Landlord shall breach the covenant in this Paragraph 5 Tenant's remedies shall include, but not be limited to, securing an injunction against Landlord for the violation or the covenant; cancelling this Lease, withholding or deducting rentals due hereunder, or instituting an action for damages. The covenant contained in this Paragraph 5 shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6. RENTAL.

A. BASIC RENT. From and after the Commencement Date Tenant shall pay monthly rent (the 'Base Rent"), without offset or deduction, as may be adjusted from time to time as provided herein, the monthly amount set forth opposite the period as follows:

Term	Period	Monthly Rent
Primary	August & September	5,000.00$
Primary	October & Forward	8,500.00$
First Option	Year 6 through 10	5 percent increase
Second Option	Years 11 through 15	5 percent increase

Rent for any period less than a calendar month shall be prorated. Rent is due between the 1st and the 10th of the month.

Tennant will pay $10,000.00 as a lease/damage deposit.

B. RENTAL TAXES. In addition to the above, Tenant shall pay any state or local taxes imposed upon its rental of the Leased Premises or upon the rental amounts payable under this Lease. Payment of any such taxes shall be made concurrently with Tenant's payment of basic rent. ($1,000.00 will added to the 'Base Rent' to account for property taxes.)

[redacted]

C. REAL ESTATE TAXES. Tenant agrees to pay Landlord, as additional rent, its proportionate share of the annual real estate taxes. Tenant's proportionate share shall be determined by using a fraction, the numerator of which shall be the number of square feet area OT the store building occupied by Tenant plus the gasoline canopy and the denominator of which shall be the total number of square feet area of all stores or store spaces plus the gasoline canopy in the shopping center of which the Leased Premises are a part. Any amount due to Landlord under this provision shall be payable within thirty (30) days after receipt of a copy of the tax bill.

Tenant, at its sole expense, may protest any taxes in the name of Landlord to the taxing authorities or maintain any legal action to challenge such tax or to recover any such taxes previously paid. Taxes for any period less than a calendar year shall be prorated.

If separate assessments are not made on the Leased Premises as defined hereinabove and as outlined in red on Site Plan, Exhibit B, attached, the amount of taxes for which Tenant is liable under this agreement shall be a percentage of the total amount of taxes levied against Landlord's property as shown on Site Plan, Exhibit B, of which the Leased Premises are a part. This percentage shall be determined by dividing the amount of leased building space plus the area under the gasoline canopy within the Leased Premises, by the total amount of leaseable building space on Landlord's property plus the area under the gasoline canopy shown on Site Plan, Exhibit B.

D. PERSONAL PROPERTY TAXES. Tenant shall pay prior to delinquency all taxes levied upon its fixtures, furnishings, equipment, inventory and other personal property contained in the Leased Premises. Such payment shall be made directly to the appropriate taxing authority.

7. PAYMENT OF RENTAL. Tenant shall pay the rental provided herein to Landlord, when due, at Landlord's office, or to such other person or place as Landlord may designate by notice to Tenant.

8. UTILITIES. Tenant shall pay all utilities, including, but not limited to, charges for gas, electricity, water, sewer, trash and telephone, actually used by Tenant in the Leased Premises during the term of this Lease. If any utilities at the Leased Premises are not separately metered Tenant agrees to pay Landlord, as additional rent, its proportionate share of such utilities. Tenant's proportionate share shall be determined by using a fraction, the numerator of which shall be the number of square feet area of the store building occupied by Tenant plus the area under the gasoline canopy and the denominator of which shall be the total number of square feet area of all stores or store spaces in the shopping center of which the Leased Premises are a part plus the area under the gasoline canopy. Any amount due to Landlord under this provision shall be payable within thirty (30) days after receipt of a copy of the utility bill.

9. SIGNS AND TRADEMARKS. Tenant shall have the right to erect or attach to the building its standard signs, its standard sign faces and its standard trademark items

as it may deem proper. Any such signs, sign faces and trademark items may be removed by Tenant at the expiration or termination of this Lease at Tenant's sole expense and if removed, Tenant shall repair or replace any portion of the Leased Premises damaged by such removal, reasonable wear and tear excepted.

Landlord agrees to cooperate with Tenant in obtaining any necessary permits or variances from governmental restrictions placed upon the use of signs.

10. MAINTENANCE. Excluding any damage caused by Tenant for which Tenant shall be responsible, Landlord shall maintain and repair all utility lines servicing the Leased Premises (whether above or below ground) which are located outside of the store building leased to Tenant, the roof and all structural elements of such store building, so as to ensure the structural soundness thereof; exterior paint, sidewalks, driveways, surface of the parking area, and landscaping.

Tenant shall maintain interior walls, electrical wiring, plumbing, heating and air conditioning equipment, and all plate or other glass of the Leased Premises. Tenant shall be responsible for all maintenance and repair, including replacement, of all parts of the gasoline canopy including, without limitation, the roof, curbing and the supporting structure and painting of the gasoline canopy.

Tenant, at its sole cost and expense, shall clean up and dispose of all trash and refuse (directly related to Tenant's business) in the parking lot, sidewalks, trash cans, landscape areas and other areas visible to the public in a manner to keep the appearance of the shopping center of which the Leased Premises forms a part neat and clean throughout each day. Adjacent tenants shall be solely responsible for the cleanup and disposal of all trash and refuse that result from the operation of their respective businesses.

Tenant agrees to reimburse Landlord on an semi-annual basis for its' proportionate share of the cost of cleaning, maintenance and repair to parking lots, driveway areas, landscaped areas and perimeter lighting, if any, as evidenced by presentation of paid receipts Tenant's proportionate share shall be determined by using a fraction, the numerator of which shall be the number of square feet area of the store building occupied by Tenant plus the area under the gasoline canopy and the denominator of which shall be the total number of square feet area of all stores or store spaces in the shopping center of which the Leased Premises are a part plus the area under the gasoline canopy. In addition, Tenant shall pay its proportionate share, if any, of any shared trash or garbage collection service charge on a monthly basis.

11. FIXTURES. All trade and other fixtures and personal property as may be installed upon the Leased Premises, including without limitation, walk-in cooler doors, shelving, and walk-in box refrigeration units, whenever placed on the Leased Premises by Tenant, shall remain the property of Tenant. Tenant may at any time remove such trade and other fixtures and if removed, Tenant shall repair or replace any portion of

[redacted]

the Leased Premises damaged by such removal, reasonable wear and tear excepted. Except, however, Tenant hereby grants to Landlord a lien on all personal property on the premises to secure any unpaid rent.

12. ENVIRONMENTAL PROVISIONS. The term "Leased Premises" shall include all underlying and adjacent soils and groundwater and the term "Environmental Provisions" shall refer to all paragraphs and provisions of section 11 of the Lease entitled "Environmental Provisions". The term 'Environmental Laws" refers to all existing and future statutes, ordinances and regulations and other laws now or at any time hereafter applicable to the Leased Premises, the UST's (hereinafter defined), "Motor Fuels" (hereinafter defined) and Tenant's operations on the Leased Premises.

Tenant has been given an opportunity to evaluate, test, sample, inspect and determine the environmental condition of the Leased Premises and the integrity and suitability of the underground storage tanks, piping and related equipment (collectively "UST's") for the receipt, storage and dispensing of gasoline, diesel, other petroleum products or their constituents (collectively "Motor Fuels"). To the best of Landlord's knowledge, the Leased Premises are completely free of any contamination from Motor Fuels and that the UST's fully comply with all applicable Environmental are suitable for the receipt, storage and dispensing of Motor Fuels and are eligible for coverage under the Alabama Above Ground and Underground Storage Tank Trust Fund (the "Trust Fund").

Within the first three (3) months of the Lease, Landlord, upon reasonable notice to Tenant, shall have the right to take soil and ground water samples for the purpose of detecting and evaluating Motor Fuel contamination. Landlord shall conduct such sampling in such a manner as to not unreasonably interfere with Tenant's operations on the Leased Premises. Landlord shall provide Tenant with copies of the results of any testing undertaken.

Throughout the primary and any option terms of this Lease, Tenant agrees to maintain the integrity of the UST's in such condition that the UST's are at all times suitable for the receipt, storage and dispensing of Motor Fuels and in compliance with all Environmental Laws and agrees to operate the UST's in compliance with all Environmental Laws such that the UST's, Landlord and Tenant are, at all times, eligible for the Trust Fund coverage. Throughout the primary and any option terms of this Lease, Tenant shall make available to Landlord for inspection, upon Landlord's request but not more often than quarterly, all tank monitoring records and shall promptly give Landlord written notice of any releases or spills of Motor Fuels which contaminate any soils or groundwater and copies of all tank monitoring records indicating inventory losses or spills of Motor Fuels from the UST's or at the Leased Premises.

Landlord and Tenant shall reasonably attempt to deliver to the other complete copies of all notices, demands or other communications received by Landlord or Tenant from the Alabama Department of Environmental Management, the U.S. Environmental Protection Agency and any other governmental entity having authority over the UST's or

Tenants' operations on the Leased Premises (the "Regulatory Authorities") arising out of or related to the UST's or the storage or release of any Motor Fuels upon the Leased Premises or alleged or potential violations of Environmental Laws.

Tenant shall, at Tenant's sole cost and expense comply with all Environmental Laws applicable to the Leased Premises, to the UST's and to the operations of Tenant and Tenant's vendors, contractors and invitees thereon and shall also comply with all enforcement, clean up, removal and mitigation orders or other governmental, regulatory or judicial acts or orders instituted pursuant to any Environmental Law arising out of Tenant's occupancy and operations upon the Leased Premises, including, without limitation, the storage and dispensing of Motor Fuels by Tenant and Tenant's vendors, contractors and invitees.

Not later than two (2) weeks after the expiration or termination of this Lease, Landlord shall have the right to have an environmental audit of the environmental condition of the Leased Premises conducted, which may include sampling and analysis of soils and groundwater, ("Audit") and to have a written report thereof issued to Landlord (the "Exit Report"). Landlord shall give Tenant notice of any such audit which Landlord elects to have performed. Landlord and Tenant shall equally share the cost of the Audit unless it reveals any contamination of the soils or groundwater with Motor Fuels in which event the full cost of the Audit shall be paid by Tenant. In any event, Tenant shall, at its sole cost and expense, comply with the requirements of the applicable Environmental Laws and with the requirements of the applicable Regulatory Authorities, including, without limitation, any required investigation, removal, disposal, treatment, decontamination, remediation until a "No Further Action" or "Closure" letter is issued by the Regulatory Authorities unless, thereafter, further requirements are imposed by the Regulatory Authorities with respect to the Motor Fuels contamination found by the Audit.

After the expiration or termination of this Lease Landlord agrees to allow Tenant access to the site to conduct any required removal, disposal, treatment, decontamination or remediation. Tenant agrees to conduct such activities in a manner that will not interfere with the ongoing use of the Leased Premises or the shopping center by Landlord, its successors, assigns and tenants. To the extent that Tenant's work does substantially interfere with the ongoing use and occupancy of the Leased Premises or shopping center, Tenant shall, in lieu of any other damages, pay pro-rata rental in proportion to that portion of the Leased Premises or the shopping center, as the case may be, which Landlord or its tenants are unable to use for the period of such interference. As respects other tenants, the rent to be pro-rated shall be that due under any lease with such other tenants.

Tenant agrees to defend, indemnify and hold harmless Landlord, its members, agents and mortgagees, from and against any and all claims, demands, losses, damages, costs, expenses, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, defects in title, remedial action

[redacted]

requirements and/or enforcement actions (including, without limitation, attorney's fees and costs) directly arising out of or attributable to, in whole or in part (a) an inaccuracy or omission with respect to Tenant's representations in the Environmental Provisions, (b) a breach by Tenant of any of the covenants of Tenant contained in the Environmental Provisions, (c) the use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal, migration, flow and/or presence of Motor Fuels on, under, from, to or about the Leased Premises, or (d) any activity carried on or undertaken on the Leased Premises by Tenant or any employees, agents, invitees, contractors, or subcontractors of Tenant in connection with the use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any Motor Fuel at any time located, transported, migrated, flowed or present on, under, from, to, or about the Leased Premises. Tenant's obligation to Landlord under this indemnity shall extend to and include all costs, expenses and attorney's fees incurred or sustained by Landlord in making any investigation on account of any claim related to contamination of the Leased Premises or other parts of the environment with Motor Fuels, stored, dispensed or released upon or from the Leased Premises, in prosecuting or defending any action brought in connection with any such claims, and obtaining and seeking to obtain a release therefrom and/or in enforcing any of the agreements in this Environmental Matters section of the Lease. Upon the issuance of a "No Further Action" or "Closure" letter by the Regulatory Authorities after the termination or expiration of this lease, except for claims made by third parties against Landlord with respect to Motor Fuel contamination and except for obligations arising under this indemnity prior to the issuance of such letter, Tenant's obligation to indemnify Landlord shall expire unless Landlord can produce indisputable evidence that further contamination exists that was a direct result from Tenant's use of the Leased Premises and was not discovered during the Exit Report. Tenant shall not be responsible for any activities of future Tenants or Operators of the Leased Premises.

The Environmental Provisions shall survive the expiration or termination of this Lease and/or any transfer of title to the Leased Premises, and following any transfer of title to the Leased Premises, Landlord shall continue to be entitled to the benefit of and to enforce all of the Environmental Provisions independently or jointly with Landlord's direct and indirect transferees, all of whom are designated as third party beneficiaries of the Environmental Provisions.

13. SURRENDER OF PREMISES. Subject to the other provisions of this Lease, including the Environmental Provisions which shall not be qualified by the provisions of this section, upon expiration of the term herein created (or upon earlier termination for any reason), Tenant shall quit and surrender the Leased Premises in good order, condition and repair, reasonable wear and tear for Tenant's lawful use of the Leased Premises excepted...

Tenant shall have the right to extend the Lease term or any optional extension thereof for an additional period of up to thirty (30) days by giving Landlord at least thirty

[redacted]

(30) days prior notice of its intent to extend and the length of such extension. Such additional extension shall be solely for the removal of Tenant's fixtures and equipment from the Leased Premises. Such additional extension shall be pursuant to all of the terms and conditions of this Lease and shall not be deemed a holdover.

Tenant shall indemnify Landlord from any loss or damage directly related to its use of the Leased Premises during any extension provided for in this Paragraph. The parties agree that this indemnification shall be Landlord 's sole remedy for any such damages.

In the event Tenant holds over after the expiration or termination of this Lease and not in accordance with the provisions of this Paragraph, the basic rent rate shall be 125% of the rate set forth herein, and such tenancy shall be a tenancy at will, cancelable upon thirty (30) days notice by either party, but otherwise subject to all terms and provisions of this lease.

14. ALTERATIONS. Tenant shall make no alterations to the Leased Premises without Landlord's prior written consent which shall not be unreasonably withheld and provided that Tenant is not in default of any provision of this Lease, that all such alterations are completed in a workmanlike manner and in compliance with all applicable codes and regulations and that they do not decrease the value of the Leased Premises. Any such alterations shall be at Tenant's sole expense and shall remain the property of Landlord at the end of the Lease.

15. INSURANCE.

A. LIABILITY INSURANCE. During the term of this Lease; Tenant shall maintain commercial general liability insurance insuring Landlord and Tenant with combined single limit coverage of two million dollars ($2,000,000). Policies providing such coverage shall name Landlord as an additional insured. Tenant shall have the right to provide the required coverage through primary or following umbrella policies. Tenant shall also keep in force insurance against fire and extended coverage insurance for the full replacement value of Tenant's improvements and Tenant's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property.

B. PROPERTY INSURANCE COVERING THE LEASED PREMISES. Landlord shall maintain a policy of fire and extended coverage insurance upon the shopping center of which the Leased Premises is a part upon such terms and with such deductibles as Landlord deems appropriate. Landlord may also maintain liability and umbrella policies covering the shopping center of which the Leased Premises is a part. Tenant shall be responsible for and pay Tenant's proportionate share of the annual cost of such insurance within fourteen (14) days after Tenant's receipt of an invoice for the related premiums. Tenant's proportionate share shall be determined by using a fraction, the numerator of which shall be the number of square feet area of the store building occupied by Tenant plus the area under the gasoline canopy and the denominator of

which shall be the total number of square feet area of all stores or store spaces in the shopping center of which the Leased Premises are a part plus the area under the gasoline canopy.

c. RELEASE AND WAIVER OF SUBROGATION. In lieu of any obligation on the part of Tenant to carry fire and extended casualty insurance on all fixtures and property brought onto the Leased Premises by or for Tenant or improvements to the Leased Premises made by Tenant, Tenant releases Landlord from any liability for the damage, loss or destruction of such fixtures, property and improvements. Landlord and Tenant do hereby mutually waive, as against one another all rights of recovery for damage sustained by either caused by the other to the extent that such damage is compensated for by insurance maintained by the damaged party; and they agree that no party shall have any claim against the other by way of subrogation or assignment. The parties, to the extent possible and if necessary for such waiver, shall obtain policy provisions from their insurers allowing for such waiver.

16. SUBORDINATION AND NON-DISTURBANCE. As a condition of Tenant's obligation to pay rent, Landlord shall obtain and deliver to Tenant from any present mortgagee, trustee, fee owner, prime lessor or any person having an interest in the Leased Premises superior to this Lease the non-disturbance agreement which is attached hereto and is in recordable form providing that so long as Tenant performs all of the terms, covenants and conditions of this Lease and agrees to attorn to the mortgagee, beneficiary of the deed of trust, purchaser at a foreclosure sale, prime lessor or fee owner, Tenant's rights under this Lease shall not be disturbed and shall remain in full force and effect for the term, including any option periods, and Tenant shall not be named or joined by the holder of any mortgage or deed of trust in any action or proceeding to foreclose thereunder. Tenant agrees to subordinate to future mortgagees or trustees under a Deed of Trust upon obtaining a similar non-disturbance agreement.

17. SUBLETTING AND ASSIGNING. Tenant may sublet the Leased Premises, or any part thereof, or assign the Lease to any person or entity for any lawful purpose only with Landlord's prior written consent, not to be unreasonably withheld, and only if Tenant is not in default of any provision of this Lease and the subtenant or assignee agrees to be bound by or assume all obligations of the Lease. No subletting or assignment shall relieve Tenant of its obligations hereunder to Landlord.

Tenant shall give notice within thirty (30) days of any such proposed subletting or assignment to Landlord. Landlord shall give similar notice of any proposed sale or assignment, other than a collateral assignment, of Landlord's interest in this Lease to Tenant.

18. OPTION TO PURCHASE

A. At the end of the primary term if Tenant is not in default, Tenant shall have an option to purchase the leased premises for $2,800,000.00, either cash or 20% down; 15 year amortization 8% interest.

[redacted]

19. DEFAULT.

A. DEFAULT BY TENANT. In the event that Tenant fails to pay all or any portion of any sum due from Tenant under this Lease within ten (10) days following notice (provided Tenant shall be entitled to notice of such monetary default not more than twice in any Lease Year); (b) fails to cease all conduct prohibited hereby within thirty (30) days of receipt of written notice from Landlord; (c) fails to take actions in accordance with the provisions of written notice from Landlord to remedy Tenant's failure to perform any of the terms, covenants and conditions hereof; (d) commits an act in violation of this Lease which Landlord has previously notified Tenant to cease more than once in any year; (e) becomes bankrupt, insolvent or files any debtor proceeding, takes or has taken against Tenant any petition of bankruptcy; takes action or has action taken against Tenant for the appointment of a receiver for all or a substantial portion of Tenant's assets; files a petition for a corporate reorganization; or makes an assignment for the benefit of creditors; or (f) is otherwise in breach of Tenant's obligations hereunder and shall not have cured same within ten (10) days following written notice from Landlord with respect to monetary obligations or within thirty (30) days with respect to non-monetary obligations; then Tenant shall be in default hereunder and Landlord may, at its option and without further notice to Tenant, terminate Tenant's right to possession of the Leased Premises and without terminating this lease, re-enter and resume possession of the Leased Premises and/or declare this Lease terminated, and may thereupon in either event remove all persons and property from the Leased Premises, with or without resort to process of any court, either by force or otherwise. In no event shall Landlord's termination of this Lease and/or Tenant's right to possession of the Leased Premises abrogate Tenant's agreement to pay rent and additional charges due hereunder for the full primary or option term hereof, as the case may be. Following re-entry of the Leased Premises by Landlord, Tenant shall continue to pay all such rent and additional charges as same become due under the terms of this Lease, together with all other expenses incurred by Landlord in regaining possession until such time, if any, as Landlord relets same and the Leased Premises are occupied by such successor. Upon reletting, sums received from such new lessee by Landlord shall be applied first to payment of costs incident to reletting (including, without limitation, reasonable attorneys' fees); any excess shall then be applied to any indebtedness to Landlord from Tenant due and unpaid. The balance, if any, shall be applied against the deficiency between all amounts to be received hereunder and sums to be received by Landlord on reletting, which deficiency Tenant shall pay to Landlord within ten (10) days of notice of same from Landlord. Tenant shall have no right to any proceeds of reletting that remain following application of same in the manner set forth herein.

Any action taken by Landlord under this section shall not operate as a waiver of any right which Landlord would otherwise have against Tenant for rent hereby or otherwise, and Tenant shall remain responsible to Landlord for any loss and/or damage suffered by Landlord by reason of Tenant's default or breach. The words "re-enter' and "re-entry" as used in this Lease are not restricted to their technical legal meaning.

[redacted]

B. RIGHTS AND REMEDIES OF LANDLORD. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other Landlord may be entitled to by law or in equity, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy. In all events, Landlord shall have the right upon notice to Tenant to cure any breach by Tenant at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such expense upon demand.

C. BANKRUPTCY. If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended (the "Bankruptcy Code") or such other laws or regulations as may then be applicable, then Tenant as a debtor in possession or any trustee for Tenant agrees promptly, within no more than fifteen (15) days following request by Landlord to the Bankruptcy Court, to assume or reject this Lease and Tenant on behalf of itself, and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Bankruptcy Court. In such event, Tenant or any trustee for Tenant may only assume this Lease if it (a) cures or provides adequate assurance that the Trustees will promptly cure any default hereunder; (b) compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults; and (c) provides adequate assurance of performance during the fully stated term hereof of all of the terms, covenants, and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period set forth herein. Adequate assurance of performance of this Lease as set forth hereinabove shall include, without limitation, adequate assurance (i) of the source of rent reserved hereunder; and (ii) that the assumption of this Lease will not breach any provision hereunder. In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required unless Tenant shall have paid and be current in all payments for maintenance, utilities, insurance, garbage disposal or other charges falling due under this Lease.

D. DEFAULT BY LANDLORD. If Landlord shall breach any warranty or fail to perform any covenant required to be performed by Landlord under the terms of this Lease and such breach or failure shall continue for a period of thirty (30) days after receipt by Landlord of written notice thereof from Tenant or if Landlord shall fail to pay any sums due to Tenant under this Lease on the date the same shall become due and payable hereunder, and such failure shall continue for a period of ten (10) days after receipt by Landlord of written notice thereof from Tenant [unless such default is of such a nature that it cannot be cured within said thirty (30) day period, in which event Landlord shall not be in default hereunder if it shall have commenced to cure said default within said thirty (30) day period and diligently prosecute said cure to completion], then Tenant may, as its sole remedy under this Lease, (a) cure any default or breach of warranty or Landlord hereunder, and perform any covenants which Landlord has failed to perform, and any sums expended by Tenant in curing such default

or breach of warranty and performing such covenants shall be paid by Landlord to Tenant immediately upon demand, and shall bear interest at the rate of twelve percent (12%) per annum from the date of demand; (b) bring suit to recover from Landlord all sums due Tenant from Landlord together with interest at the rate of twelve percent (12%) per annum thereon; or (c) , declare this Lease canceled and the terms thereof ended by giving notice to Landlord and, except for matters, obligations, breaches and defaults arising prior to such cancellation the rights obligations with respect to which shall not be extinguished by such cancellation, this Lease shall be of no further force or effect.

20. EMINENT DOMAIN. In the event of a total taking of the Leased Premises under the power or threat of eminent domain, this Lease shall terminate and expire as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder,

In the event of a partial taking of the Leased Premises under the power or threat of eminent domain, Tenant may elect to terminate this Lease as of the date of the taking if Tenant reasonably decides that the portion not taken is insufficient to carry on its business. Tenant shall give Landlord notice of such election within thirty (30) days of its decision. In the event of such termination, Tenant shall be released from any further liability under this Lease. Landlord agrees to give Tenant notice within thirty (30) days of receiving notice of any pending or threatened appropriation or taking. Deprivation of access to the Leased Premises for six (6) months or more or a grade change in excess of three (3) feet in the roadways surrounding the Leased Premises shall be deemed to be a partial taking.

If the Lease is terminated in either manner provided above, rent for the last month of Tenant's occupancy shall be prorated and Landlord shall refund prepaid rent to Tenant.

If, after a partial taking of the Leased Premises, this Lease shall continue, Landlord shall, at its sole cost and expense, immediately restore the building to a complete unit of like quality and character as existed prior to the taking. All rent shall abate as of the date of the taking, and upon restoration, the rent shall be reduced in the ratio that the floor area of the building taken (as part of the Leased Premises) bears to the floor area of the building included within the Leased Premises before such taking. If the taking of the Leased Premises consists only of parking and/or gasoline dispensing facilities, the rent shall be reduced by the ratio that the parking and/or gasoline facilities taken bears to the total of these areas prior to the taking.

Though Tenant shall be entitled to assert any claim available to Tenant for any taking which results in damage to Tenant's leasehold interest, Tenant shall not be entitled to any portion of any damages for which Landlord is entitled to assert a claim.

21. DESTRUCTION OF PREMISES. If any building upon the Leased Premises is destroyed or rendered substantially unfit for Tenant's occupancy or use by any casualty

or peril during any term or option period provided for in this Lease, Landlord shall, within ninety (90) days, commence restoration of the improvements to the condition existing prior to the event and satisfactory for use by Tenant. In the event Landlord fails to comply with the foregoing, Tenant shall have the option, as Tenant's sole remedy, to immediately terminate this Lease. All rents shall abate during such time as the building shall be unfit for use by Tenant, and adjustments shall be made for partially paid periods.

22. NOTICES. All notices required or permitted to be given to the parties hereunder shall be in writing, delivered to the addresses set out below until some other place shall be designated by the respective party. All notices shall be deemed to have been given on the second day after mailed by certified mail, postage prepaid, or on the day personally delivered.

To Landlord: Phong Pham Gia

S

To Tenant: Surya Global Market, LLC.

23. WARRANTY OF TITLE AND QUIET ENJOYMENT. Subject to all matters of record, Landlord covenants that Landlord is well seized of title and has good right to lease the Leased Premises, will warrant and defend the title thereto, and will indemnify Tenant against any damage and expense which Tenant may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the Leased Premises. Landlord agrees that Tenant, upon paying the rents and performing the covenants of this Lease, shall quietly occupy and enjoy the Leased Premises during the term hereof, without any hindrance or interference..

24. MISCELLANEOUS.

A. SEVERANCE. If any term, covenant, condition or provision of this Lease shall be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each other term, covenant condition and provision hereof shall be valid and be enforced to the fullest extent permitted by law.

[redacted]

B. ATTORNEY'S FEES AND COSTS. In the event of any legal action between Landlord and Tenant to enforce any of the provisions and/or rights hereunder, each party shall be responsible for their own costs and expenses, including attorneys

C. SOLE AGREEMENT. This Lease embodies the entire agreement between the parties relative to the subject matter hereof and shall not be modified, changed, or altered in any respect except in writing. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, sublessees or assigns, and shall run with the land; the word "Landlord" whenever used in this Lease shall be deemed to include all parties-lessor jointly and severally.

D. MEMORANDUM OF LEASE. The parties shall execute and acknowledge a Memorandum of Lease and Landlord or Tenant, at option of either, may cause such Memorandum to be recorded.

E. FORCE MAJEURE. Whenever a period of time is provided for in this Lease for either party to do or perform any act or thing, said party shall not be responsible for any delay due to acts of God or other causes beyond the reasonable control of said party, and in such event the time period shall be extended for the amount of time said party is so delayed.

F.CORPORATE AUTHORITY. Landlord represents and warrants that it has full right, power and authority to enter into this Lease and that the signatory on behalf of Landlord has full right, power and authority to act for and on behalf of Landlord and Tenant in executing this Lease.

Subject to the final approval of this Lease by the Tenant's Executive Committee, on or later than sixty (60) days following its execution by the Landlord, the signatory on behalf of the Tenant represents and warrants it has full right, power and authority to act for and on behalf of Tenant in executing this Lease.

G. EFFECTIVE. This Lease shall become effective when executed by an authorized representative of Tenant and Landlord. Should either party fail to deliver an executed counterpart of this Lease to the other party on or before July 1, 2026, the parties shall be relieved of any further liability to each other, and this Lease shall be of no further force or effect.

H. PROPORTIONATE SHARE. The partners agree that the Tenant's proportionate share of certain expense set forth herein will be seventy-five (75%) of such expenses.

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates below.

LANDLORD:

A & J, LLC.

TENANT:

SURYA GLOBAL MARKET, LLC.

[redacted]

Unit No. _____

EXHIBIT "A"

LEGAL DESCRIPTION

SHOPPING CENTER PROPERTY

Lot 1, University/Overlook Subdivision, as recorded in Map Book 93, Page 20 of the records of the Probate Court of Mobile County, Alabama, together with the following driveway easement:

Beginning at the Northeast corner of Lot 2, University/Overlook Subdivision, according to plat recorded in Map Book 93, Page 20 of the Probate Court Records of Mobile County, Alabama, said point being on the Western right of way line of University Boulevard, run S 32°54' 30" W along the Eastern boundary of said Lot 2 and along the Western right of way line of University Boulevard a distance of 105.00 feet to a point; thence run N 57°05' 30" W 40.00 feet to a point; thence run N 32°54' 30" E 105.00 feet to a point on the Northern boundary of the aforementioned Lot 2, University/Overlook Subdivision; thence along said Northern boundary run S 57°05' 30" E 40.00 feet to the point of beginning.

[redacted]

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY
REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by **SURYA GLOBAL MARKET 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 28 day of July 2026

[redacted]

Planning & Zoning Department

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

PERMIT NUMBER
ZC-176533-2026
Issue Date: 07/29/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022802101003032.001.	1395 N University Blvd	

Business Name	Issued To	Zoning Districts
FAST STOP 4	Name: SUJEEV REDDY RAMASAHAYAM Company: FAST STOP 4 Address: 1395 N University Blvd MOBILE, AL 36618 Phone:	B-2

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

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: Tiffany Randolph [redacted]

EXIT
ENTRANCE
GAS PUMPS
PARKING
PARKING
PARKING
PARKING
PARKING
EXIT
EXIT
STORAGE
2000SFT
STE-C
3500SFT
STE-B
SURVA GLOBAL MARKE
2000SFT
STE-A
ENTRANCE/EXIT
ENTRANCE/EXIT
112.19
358.61
159.09
313.16

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)
SURYA GLOBAL MARKET LLC	FAST STOP 4

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
1395 N UNIVERSITY BLVD STE B	MOBILE	AL	36618

Business Contact Person Information

Name	Title	Phone	Email
SUJEEV REDDY RAMASAHAYAM	OWNER		

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
3500	43	12	Yes	B-2	Yes

Comments

Print Name	[redacted]	Date
Tiffany Green		07/29/2026

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1910 EOLINE STREET**

Sponsored by: Councilmember Cory Penn, District 1

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 **1910 EOLINE 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 **1910 EOLINE STREET** to be **$2,000.00** 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: **$2,000.00** shall constitute a special assessment against the property at structure **1910 EOLINE STREET** and being that property more particularly described as follows:

LOT 12 BLK 5 REVISED FINAL PART MCDONALD BROS SUB MBK 5 P 98-99 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel No.: **29 02 44 0 023 229.XXX**

Owner: **BARNES WINSTON B & ADRIANNE BARNES BUMPERS**
1910 EOLINE ST
MOBILE, AL 36617-3403

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 **August 4, 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 **1910 Eoline Street**, for the proposed amount of **$2,000.00.**

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

June 17, 2026

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-108-24	**1910 Eoline 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 12 BLK 5 REVISED FINAL PART MCDONALD BROS SUB MBK 5 P 98-99 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: 29 02 44 0 023 229.XXX
Amount: ~~$ 1,800.00~~ $2,000.00
Assessed: BARNES WINSTON B & ADRIANNE BARNES BUMPERS
1910 EOLINE ST
MOBILE, AL 36617-3403

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 Cory Penn, Felicia Glover, Miranda Davis, Marcus Dixon

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1255 BRUSSELLS 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 **1255 BRUSSELLS 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 **1255 BRUSSELLS STREET** to be **$2,700.00** 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: **$2,700.00** shall constitute a special assessment against the property at structure **1255 BRUSSELLS STREET** and being that property more particularly described as follows:

LOT 12 & ALL THAT PT OF LOTS 13-14 LYING IN REAR OF SD LOT 12 ALL IN SQ 22 TOULMIN TRT DESC AS BDED BY LINE BEG AT NE COR OF DUVAL & BRUSSELS ST & THEN RUN ELY ALG N/S DUVAL ST 56 FT 2 IN TO PT THEN NLY PAR WITH BRUSSELS SST 143 FT 6 IN TO SE COR LOT 1 OF SD SQ THEN WLY ALG S/L SD LOT 1 TO PT ON E/S BRUSSELS WHICH PT IS 136 FT NLY FROM NE COR OF DUVAL & BRUSSELS STS THN SLY ALG E/S BRUSSELS ST TO PL OF BEG DBK 156 P 53 #SEC 28 T4S R1W #MP29 10 28 4 003

Parcel No.: **29 10 28 4 003 063.XXX**

Owner: **ROYAL INVESTORS LLC**
PO BOX 66358
MOBILE AL 36606-1358

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 **August 4, 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 **1255 Brussells Street**, for the proposed amount of **$2,700.00.**

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

June 22, 2026

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-019-25

LOCATION:
1255 Brussells 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 12 & ALL THAT PT OF LOTS 13-14 LYING IN REAR OF SD LOT 12 ALL IN SQ 22 TOULMIN TRT DESC AS BDED BY LINE BEG AT NE COR OF DUVAL & BRUSSELS ST & THEN RUN ELY ALG N/S DUVAL ST 56 FT 2 IN TO PT THEN NLY PAR WITH BRUSSELS ST 143 FT 6 IN TO SE COR LOT 1 OF SD SQ THEN WLY ALG S/L SD LOT 1 TO PT ON E/S BRUSSELS WHICH PT IS 136 FT NLY FROM NE COR OF DUVAL & BRUSSELS STS THEN SLY ALG E/S BRUSSELS ST TO PL OF BEG DBK 156 P 53 #SEC 28 T4S R1W #MP29 10 28 4 003

Parcel Number: 29 10 28 4 003 063.XXX
Amount: ~~**$ 2,500.00**~~ $2,700.00
Assessed: ROYAL INVESTORS LLC
PO BOX 66358
MOBILE AL 36606-1358

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 FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1314 PECAN 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 **1314 PECAN 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 **1314 PECAN STREET** to be **$2,750.00** 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: **$2,750.00** shall constitute a special assessment against the property at structure **1314 PECAN STREET** and being that property more particularly described as follows:

W 45 FT OF LOTS 25 & 26 BLK 25 TISDALE SUB OF FISHER TRT DBK 75 P 260 #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel No.: **29 06 13 0 002 193.**

Owner: **LEWIS LUCILE**
1256 SOUTH ANN ST
MOBILE AL 36605

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 **August 4, 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 **1314 Pecan Street**, for the proposed amount of **$2,750.00.**

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

June 22, 2026

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-020-25

LOCATION:
1314 Pecan 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: W 45 FT OF LOTS 25 & 26 BLK 25 TISDALE SUB OF FISHER TRT DBK 75 P 260 #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 193.
Amount: ~~**$ 2,550.00**~~ $2,750.00
Assessed: LEWIS LUCILE
1256 SOUTH ANN ST
MOBILE AL 36605

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 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 20** described in the resolution adopted on the **30th** day of **June 30, 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 20,** as described in the resolution adopted on the **30th** day of **June, 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.**1679** 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

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: **July 24, 2026**

SUBJECT: **Weed Lien Group 1676 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1676.** Please place these on the City Council's Agenda for **August 4, 2026.**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1676	Res. No.
3/10/2026	LOTS TO BE DECLARED	58-271
4/14/2026	LOTS FOR PUBLIC HEARING	58-399
9/4/2026	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO
1	2627 Wealthy St	71167	114270	$ 1,225.00	1	
2	1306 Brussells St	111661	114271	$ 175.00	2	
3	1555 Plover St	111574	114272	$ 175.00	2	
4	709 North Carolina St	111665	114274	$ 50.00	3	CBO
5	810 Virginia St	111669	114275	$ 50.00	2	CBO
6	866 Baltimore St	94474	114276	$ 50.00	3	CBO
7	1209 Barker Dr E	69594	142277	$ 175.00	7	
8	808 Baltimore St	110920	114279	$ -	3	CBD
9	604 Titi St	111004	114280	$ -	2	CBD
10	2801 Haas Ave	68251	114282	$ 525.00	1	
11	768 Baltimore St	95175	114283	$ -	3	CBD
12	102 N Pine St	65391	114284	$ 50.00	2	CBO
13	0 South Carolina St	50838	114287	$ 1,015.00	3	
	Par. No. (29 10 37 0 003 044.XXX)					
14	1464 Center St	68994	114288	$ 845.00	2	
15	1383 Riviera Dr E	51486	114289	$ 692.25	3	
16	768 Baltimore St	49390	114290	$ 175.00	3	
17	628 Donald St	110186	114291	$ 175.00	1	
18	354 St Charles Ave	111475	114292	$ 175.00	2	
19	858 McQuillen St	98011	114293	$ 744.00	3	
20	1212 Barker Dr E	111365	114294	$ 420.00	7	
				$ 6,716.25		

Numbers of lots cut District total for this group		Numbers of lots cut	
1	3	1	3
2	7	2	4
3	8	3	4
4	0	4	0
5	0	5	0
6	0	6	0
7	2	7	2
	20		13

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

Marchetta Jeate 7-27-26

9/29/26

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2026

Lot Owner: **LYNUM PEARL L**

C/O ANITA LYNUM-PEASANT

Address: **44 WRIGHT PKWY NW#B1**

City, State, Zip: **FORT WALTON BEACH, FL 32548-4665**

Group Number: **1676** Item # **1**

Lot Description: **LOT 125 PARADISE PARK UNIT 3 MBK 6 PG 544 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 079.XXX) 2627 WEALTHY ST**

Nuisance Date: 3/10/2026 Posting Date: 4/7/2026 Hearing Date: 4/14/2026

Date lot was cut: 7/17/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,291	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	150	$	7.00	$	1,050.00
		Total Project Cost:			$	1,225.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2026

Lot Owner:	**THE TENSAW GROUP INCORPORATED**		
Address:	**15912 CRAIN HWY UNIT B PMB 253**		
City, State, Zip:	**BRANDYWINE, MD 20613-8035**		
Group Number:	**1676**	Item #	**2**

Lot Description: **LOT 13 BLK 3 AIR BASE PL MB K 3 P 487 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 055.XXX) 1306 BRUSSELS ST**

Nuisance Date:	3/10/2026	Posting Date:	4/7/2026	Hearing Date:	4/14/2026
Date lot was cut:	7/17/2026	Contractor: Anthony Hayes			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,021	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire			$	3.00	$	-
Debris Removal	Cubic Yard		$	7.00	$	-
		Total Project Cost:			$	**175.00**

Shelia Dean
SECRETARY

Marchette Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
July 22, 2026

Lot Owner:	**MIXON EDWARD & JESSIE MAE**
Address:	**111 S CATHERINE ST APT 1A**
City, State, Zip:	**MOBILE, AL 36604-1701**
Group Number:	**1676** Item # **3**

Lot Description: **LOT 40 COLGIN ADD TO OAKDAL E DBK 115 P 361 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 061.XXX) 1555 PLOVER ST**

Nuisance Date:	3/10/2026	Posting Date:	4/7/2026	Hearing Date:	4/14/2026
Date lot was cut:	7/17/2026	Contractor: Anthony Hayes			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,800	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire			$	3.00	$	-
Debris Removal	Cubic Yard		$	7.00	$	-
		Total Project Cost:			$	**175.00**

Sheila Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2026

Lot Owner:	**FRASER FREDERICK & EUDENE**		
Address:	**11507 HARMONY SUMMIT TRCE**		
City, State, Zip:	**RICHMOND, TX 77406-2803**		
Group Number:	**1676**	Item #	**4**

Lot Description: **LOT 4 BLK 4 SIMS 2ND ADD DBK 120 P 486 #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 071.XXX) 709 NORTH CAROLINA ST**

Nuisance Date:	3/10/2026	Posting Date:	4/7/2026	Hearing Date:	4/14/2026
Date lot was cut:	N/A	Contractor: N/A			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,303	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2026

Lot Owner: **LOTTEAN TECHNOLOGIES LLC**

Address: **3667 PEACHTREE RD NE UNIT 16**

City, State, Zip: **ATLANTA, GA 30319-1234**

Group Number: **1676** Item # **5**

Lot Description: **LOT 2 BLK 68-D CENTRAL TEXAS ST AREA UNIT 13 MBK 24/5 #SEC 38 T4S R1W #MP29 10 38 0 005 (29 10 38 0 005 129.XXX) 810 VIRGINIA ST**

Nuisance Date: 3/10/2026 Posting Date: 4/7/2026 Hearing Date: 4/14/2026

Date lot was cut: 7/17/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	52,945	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2026

Lot Owner: **EDWARDS TAMIKA**

Address: **4827 OLD NATIONAL HWY PMB 11645**

City, State, Zip: **COLLEGE PARK, GA 30337-6234**

Group Number: **1676** Item # **6**

Lot Description: **COM AT PT OF N/S OF BALTIMORE ST DIS 173 FT ELY FROM NE COR OF WASHINGTON AVE & BALTIMORE ST & RUN TH ELY ALG N/L OF BALTIMORE ST 50 FT TH NLY & PAR WITH WASHINGTON AVE 120 FT TH WLY & PAR WITH BALTIMORE ST 50 FT TH SLY & PAR WITH WASHINGTON AVE 120 FT M/L TO POB BEING LOT 4 BLK A TERRY SUB MCQUILLAN TRT DBK 80/327 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 153.XXX) 866 BALTIMORE ST**

Nuisance Date: 3/10/2026 Posting Date: 4/7/2026 Hearing Date: 4/14/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,515	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2026

Lot Owner:	**HARWELL MICHAEL M & GRACIE**		
Address:	**1209 BARKER DR E**		
City, State, Zip:	**MOBILE, AL 36608-6301**		
Group Number:	**1676**	Item #	**7**

Lot Description: **LOT 81 WEST PARK MANOR MBK 10 P 263 #SEC 08 T4S R2W #MP28 03 08 1 002 (28 03 08 1 002 010.XXX) 1209 BARKER DR E**

Nuisance Date:	3/10/2026	Posting Date:	4/7/2026	Hearing Date:	4/14/2026
Date lot was cut:	7/17/2026	Contractor: Anthony Hayes			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,979	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
July 22, 2026

Lot Owner:	**TURNER LEGACY BUILDERS LLC**		
Address:	**3929 AIRPORT BLVD STE 2-300**		
City, State, Zip:	**MOBILE, AL 36609-2240**		
Group Number:	**1676**	Item #	**10**

Lot Description: **LOTS 29 30 & E 1/2 LOT 31 HAAS PLACE DBK 153 PG 266 #SEC 18 T4S R1W #MP29 08 18 4 002 (29 08 18 4 002 015.XXX) 2801 HAAS AVE**

Nuisance Date:	3/10/2026	Posting Date:	4/7/2026	Hearing Date:	4/14/2026
Date lot was cut:	7/17/2026	Contractor: Anthony Hayes			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,912	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	50	$	7.00	$	**350.00**
		Total Project Cost:			$	**525.00**

Sheila Dean
SECRETARY

Marshetta Tuite
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2026

Lot Owner:	**UNITED HOLINESS CHURCH OF**		
Address:	**102 N PINE ST**		
City, State, Zip:	**MOBILE, AL 36603-2640**		
Group Number:	**1676**	Item #	**12**

Lot Description: **COM AT PT ON E/S OF PINE ST 135 N OF NE COR OF PINE ST & OLD SHELL TH RUNNING SLY ALG PINE ST 50 FT TH ELY & PAR WITH OLD SHELL RD 84 FT TO PT TH NLY & PAR WITH PINE ST 50 FT TO PT TH WLY & PAR WITH OLD SHELL RD 84 FT TO PL OF BEG #SEC 40 T4S R1W #MP29 06 40 0 009 (29 06 40 0 009 028.XXX) 102 N PINE ST**

Nuisance Date:	3/10/2026	Posting Date:	4/7/2026	Hearing Date:	4/14/2026
Date lot was cut:	N/A	Contractor: N/A			

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,300	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Margaretha Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2026

Lot Owner:	**COLEY MICHAEL ANTHONY**		
Address:	**509 CLEMENTS MILL TRCE**		
City, State, Zip:	**WILLIAMSBURG, VA 23185-5434**		
Group Number:	**1676**	Item #	**13**

Lot Description: **LOT 1 SQ 3 OF SIMS 2ND ADD DBK 120 NS P 486 BEING MORE PARTIC DESCR AS FOLL BEG AT NE COR OF S CAROLINA & WILKINSON STS THN RUN NLY ALG E/S OF WILKINSON ST 125 FT TO PT THN RUN ELY 44 FT 9 IN TO PT THN RUN SLY 125 FT TO N/L OF S CAROLINA ST THEN RUN WLT 45 FT & 2 IN TO PL OF BEG #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 044.XXX) 0 SOUTH CAROLINA ST**

Nuisance Date:	3/10/2026	Posting Date:	4/7/2026	Hearing Date: 4/14/2026
Date lot was cut:	7/17/2026	Contractor: Anthony Hayes		

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,962	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	120	$	7.00	$	**840.00**
		Total Project Cost:			$	**1,015.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2026

Lot Owner: **BROWN FRANCES**

Address: **1464 CENTER ST**

City, State, Zip: **MOBILE, AL 36604-1523**

Group Number: **1676** Item # **14**

Lot Description: **BEG AT PT ON N/S OF CENTER ST 324.5 FT E-LY FROM NE INT SEC OF CTR & CATHERINE STS AS SD INT IS PRESENTLY LOC RUN THEN ELY ALG N/L OF CTR ST 50 FT RUN TH NLY ALG LINE FORMING AN INT ANG OF 81 DEG 30 MIN WITH N/L OF CTR ST 204.5 FT TO PT RUN TH WLY ALG FENCE 49.67 FT TO PT RUN TH SLY & PAR WITH E/L OF PPTY HEREIN DESC 195.5 FT(D) 210 FT(S) TO N/L OF CENTER ST & POB BEING PT GRT SEC 25 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 174.XXX) 1464 CENTER ST**

Nuisance Date: 3/10/2026 Posting Date: 4/7/2026 Hearing Date: 4/14/2026

Date lot was cut: 7/17/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,451	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		25	$	3.00	$	75.00
Debris Removal	Cubic Yard	85	$	7.00	$	595.00
		Total Project Cost:			$	845.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2026

Lot Owner: **GRAHAM DOROTHY**

C/O FREDERICK HOLMES

Address: **1655 CORTEZ DR**

City, State, Zip: **MOBILE, AL 36609-2870**

Group Number: **1676** Item # **15**

Lot Description: **N 50 FT OF LOT 2 RIVIERA PL MBK 4 P 124-127 #SEC 37 T5S R1W #MP32 02 37 0 003 (32 02 37 0 003 138.XXX) 1383 RIVIERA DR E**

Nuisance Date: 3/10/2026 Posting Date: 4/7/2026 Hearing Date: 4/14/2026

Date lot was cut: 7/17/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000			$	125.0000	$	-
Standard Rate		14,500	$	0.0125	$	**181.25**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		2	$	3.00	$	**6.00**
Debris Removal	Cubic Yard	65	$	7.00	$	**455.00**
		Total Project Cost:			$	**692.25**

Shelia Dean
SECRETARY

Margaretta Suite
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2026

Lot Owner: **ENGLISH RUFUS JR**

Address: **1611 LAWRENCEVILLE SUWANEE RD APT 248**

City, State, Zip: **LAWRENCEVILLE, GA 30043-3749**

Group Number: **1676** Item # **16**

Lot Description: **LOTS 47 & 48 BLK 3 OAKDALE SUB DBK 156 P 458 GRT SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 213.XXX) 768 BALTIMORE ST**

Nuisance Date: 3/10/2026 Posting Date: 4/7/2026 Hearing Date: 4/14/2026

Date lot was cut: 7/17/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,640	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2026

Lot Owner: **WINTERS LOVELL**

Address: **628 DONALD ST**

City, State, Zip: **MOBILE, AL 36617-3402**

Group Number: **1676** Item # **17**

Lot Description: **LOT 15 SQR 1 SUB OF PPTY OF THOMAS W FINCH IN TOULMINVILLE DBK 156 NS P 430-431 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 112.XXX) 628 DONALD ST**

Nuisance Date: 3/10/2026 Posting Date: 4/7/2026 Hearing Date: 4/14/2026

Date lot was cut: 7/17/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,643	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 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**
Group Number: **1676** Item # **18**

Lot Description: **LOT 2 FRANCIS PLACE SUB MBK 6/81 #SEC 44 T4S R1W #MP29 02 44 0 033 (29 02 44 0 033 022.XXX) 354 ST CHARLES AVE**

Nuisance Date: 3/10/2026 Posting Date: 4/7/2026 Hearing Date: 4/14/2026
Date lot was cut: 7/17/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	9,497	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**175.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
July 22, 2026

Lot Owner:	**ALABAMA LANDS & SERVICES INC**
	ATTN RONNIE JONES
Address:	**P. O. Box 8464**
City, State, Zip:	**MOSS POINT, MS 39563**
Group Number:	**1676** Item # **19**

Lot Description: **LOT 16 RESUB MCQUILLEN SUB DBK 156 P 318 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 186.XXX) 858 MCQUILLEN ST**

Nuisance Date: 3/10/2026 Posting Date: 4/7/2026 Hearing Date: 4/14/2026

Date lot was cut: 7/17/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,500	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		3	$	3.00	$	**9.00**
Debris Removal	Cubic Yard	80	$	7.00	$	**560.00**
		Total Project Cost:			$	**744.00**

Shelia Dean
SECRETARY

Marghetta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 22, 2026

Lot Owner: **JOINER LAKESHIA**

% HEARTWOOD 88 LLC

Address: **P. O. BOX 5707**

City, State, Zip: **FT LAUDERDALE, FL 33310**

Group Number: **1676** Item # **20**

Lot Description: **LOT 30 WEST PARK MANOR MBK 10 P 263 (BARKER RD) #SEC 08 T4S R2W #MP28 03 08 1 003 (28 03 08 1 003 031.XXX) 1212 BARKER DR E**

Nuisance Date: 3/10/2026 Posting Date: 4/7/2026 Hearing Date: 4/14/2026

Date lot was cut: 7/17/2026 Contractor: Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,350	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	35	$	7.00	$	245.00
		Total Project Cost:			$	420.00

SECRETARY

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 **Weed Lien Group 1676** 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

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

Sponsored by: *Councilmember Cory Penn*

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

WHEREAS, ***The Pathway School**,* is a private school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***The Pathway School**, will be used **to assist with the Teacher/Staff Incentive Program**,* which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to **The Pathway School** for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Halls Mill Rd and Demetropolis Rd Intersection Improvement

CAPITAL PROJECT # C0478 **DATE OF RECEIPT** July 27, 2026

DEPT. PROJECT # 2020 2060 01

PROJECT DESCRIPTION

Releocation of APCO pole and lines for intersection widening

CONTRACT AMOUNT $ 144,706.00

VENDOR NAME Alabama Power Company

VENDOR NUMBER 270056

DEPT # 2060 **DEPT NAME** Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages*.**

Prepared by: _____ **Date** 7/27/2026

Revised 5/16/2022 Tiffany Hollins

Finance Department 2500-FN-002, March 2019

C#5850

Sponsored by: Mayor Spiro Cheriogotis and Councilmember Reynolds

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

Name of Company: Alabama Power Company

City of Mobile Project Name: Halls Mill Rd and Demetropolis Rd Intersection Improvements 2020-2060-01

Capital Project No.: C0478

Contract Amount: $144,706.00

Adopted:

_____

City Clerk

UTILITY FACILITIES RELOCATION MASTER AGREEMENT

THIS MASTER UTILITY AGREEMENT ("Agreement"), is made and entered into as of the date of execution by and between **City of Mobile,** a Municipal Corporation of the State of Alabama ("City"), and **Alabama Power Company**, a Domestic Corporation having its principle office located at 600 North 18th Street, Birmingham, Alabama, 35291, ("APCO") as follows:

Recitals

A. WHEREAS, the CITY proposes a project of certain highway improvements in Mobile, County, Alabama, within the confines of the City, said project being designated as Project Number 2020-2060-01 and consisting of improvements located at Halls Mill Road and Demetropolis Road Intersection; and

B. WHEREAS, APCO is the owner of certain utility facilities located within its retained easement lying within a public right of way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

C. WHEREAS, the CITY has determined that the relocation of the utility facilities hereinafter referred to is necessitated by the construction of said project and has requested APCO to relocate same; and

D. WHEREAS, APCO and CITY wish to agree upon the terms, conditions, and cost under which the necessary relocation of APCO utility facilities will be performed, defining the plans, specifications, schedule, and compensation for such relocation

E. WHEREAS, relocation of the utility facilities by APCO will conform to the provisions of the current edition of the Alabama Department of Transportation Utility Manual Nov. 2022 edition (the "Utility Manual"), and Code of Federal Regulations 23 C.F.R. Part 645, as the provisions thereof are applicable hereto, for both the installation and maintenance of such utility facilities.

F. WHEREAS, APCO will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such utility facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference

NOW, THEREFORE, above Recitals are incorporated herein below, as terms and conditions of this Agreement and parties hereto agree as follows:

AGREEMENT

In consideration of the foregoing premises and the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the Parties agree as follows:

A. SCOPE OF WORK TO BE PERFORMED

1. APCO agrees to provide all materials, services and labor for the performance of this agreement.

2. As approved by the CITY, so as to occasion the least possible interference with the progress of the project, APCO agrees to relocate its utility facilities presently located within the public right-of-way limits of the above-referenced project in accordance with the Relocation Plan set out in EXHIBIT A, as well as Scope of Work and Fee Schedule set out in EXHIBIT B, attached hereto and incorporated herein.

3. APCO 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.

4. APCO will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). APCO will procure and pay for all licenses and permits that are necessary for its performance of the work.

5. The parties acknowledge that the timely completion of the Project will be influenced by the ability of APCO (and its contractors) and CITY to coordinate their activities, communicate with each other, and respond promptly to reasonable requests. Subject to the terms and conditions of this Agreement, APCO and CITY agree to take all steps reasonably required to coordinate their respective duties hereunder in a manner consistent with CITY's current and future construction schedules for the Project.

6. The Traffic Engineering Director, or his/her designated representative, shall be the City's Project Manager and shall provide specific tasking to the Contractor with respect to these services.

B. TERM OF AGREEMENT

The relocation of APCO utility facilities made the basis of this matter is to commence upon execution by both parties and notice to proceed provided by CITY. The City of Mobile will issue a notice to proceed within 30 days of the finalized agreement and the relocation work should be complete no later than July 2027. 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.

C. COMPENSATION

1. For performance by APCO of the utility facilities relocation provided for in this AGREEMENT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the APCO in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the CITY hereby agrees to pay APCO an amount not to exceed the sum of One Hundred Forty-Four Thousand Seven Hundred and Six Dollars ($144,706.00) for the entire relocation project in accordance with **Exhibit B**, attached hereto and incorporated herein.

2. APCO will, during the progress of the work and for three years from the date final payment is made, make its records specific to performance under this agreement available during normal working hours for examination and audit by representatives of the State of Alabama and of the Federal Highway Administration to verify amounts and items which may be covered in the reimbursement for relocation of facilities covered herein.

D. METHOD OF PAYMENT

APCO shall submit a written invoice to the City's Accounting Department. Payment will be made in a single lump-sum disbursement in accordance with EXHIBIT B, upon written request of the Traffic Engineering Director.

E. INDEMNIFICATION

APCO shall defend, indemnify, defend and hold harmless City, and its officers, elected officials, agents, and employees from any claims, injuries, losses, damage, liability or judgments incurred as a result of any damage to third-party persons or property to the extent caused by APCO negligence in connection with APCO performance under this agreement. Nothing herein waives the City's constitutional, statutory, or common-law immunities.

F. INSURANCE

1. APCO shall maintain, at its expense, throughout construction and operations:

    a. **Commercial General Liability or Equivalent Coverage**: not less than $2,000,000 per occurrence and $4,000,000 aggregate, including products/completed operations and contractual liability, naming the City as additional insured as their interests may appear (CG 20 10 and CG 20 37 or equivalent) on a primary and non-contributory basis;

    b. **Automobile Liability**: $1,000,000 CSL;

    c. **Workers' Compensation/Employer's Liability**: statutory/$1,000,000;

    d. **Umbrella/Excess Liability**: limits to achieve at least $5,000,000 total per occurrence and in the annual aggregate.

2. Policies shall include a waiver of subrogation in favor of the City where permitted by Law.

3. APCO shall furnish certificates and endorsements satisfactory to the City upon execution of this agreement and upon renewal.

4. APCO shall require its contractors to carry insurance reasonably commensurate with the scope of work and to name the City and Grantee as additional insureds to the extent of APCO's indemnity obligations under this agreement for CGL on a primary and non-contributory basis.

5. APCO may meet its insurance obligations hereunder by any combination of self-insurance, primary or umbrella/excess coverage. However, APCO agrees that such acceptance does not diminish their responsibilities to the City as required under this agreement that would otherwise be covered by insurance if they were not self-insured.

F. NOTICE

Except as otherwise expressly provided in this Agreement, all notices or communications pursuant to this Agreement shall be sent or delivered to the following:

CITY:
City of Mobile
c/o Traffic Engineering Director
As: City's Authorized Agent
852 Gayle Street

APCO:
Alabama Power Company
c/o Joshua Phillips
Transmission Line Service Supervisor
600 North 18th Street, BIN# 12s-0782

Mobile AL 36604 Birmingham, AL 35291

Any notice or demand required herein shall be given (a) by certified or registered mail, postage prepaid, return receipt requested, or (b) by reliable messenger or overnight courier to the appropriate address set forth above. Any notice served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Any party may designate any other address for this purpose by written notice to the other party.

G. TERMINATION

If the Project is canceled or modified so as to eliminate the necessity of the Relocation work described herein, then CITY shall notify APCO in writing and CITY reserves the right to thereupon terminate this Agreement. Upon such termination, the parties shall negotiate in good faith to amend the agreement, providing mutually acceptable terms and conditions for handling the respective rights and liabilities of the parties related to the termination.

H. VENUE/JURISDICTION

Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile County, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

I. ANTI-BOYCOTT

APCO 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.

J. NON-DISCRIMINATION

Each party hereto agrees, with respect to the work performed by such party pursuant to this Agreement that such party 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 grounds of race, color, sex, national origin or disability in the selection and/or retention of contractors and consultants, including procurement of materials and leases of equipment.

K. COMPLIANCE WITH IMMIGRATION LAW

By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if 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.

L. MISCELLANEOUS

1. This Agreement does not in any way, and shall not be construed to, create a principal/agent or joint venture relationship between the parties hereto and under no circumstances shall APCO or CITY be considered as or represent itself to be an agent of the other.

2. 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.

3. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of APCO provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

4. 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.

5. Paragraph 6 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

6. In the event any Federal Funds are utilized for this work, the following certification is made:

   The undersigned certifies, to the best of his or her knowledge and belief, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

(C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(D) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. In accordance with Title 23, U.S.C. Sec 313, Buy America, steel and iron materials and products used on this utility relocation shall comply with the Buy America requirements of 23 CFR 635.410. Minor items of foreign steel may be used if their cost is less than $2,500 or one-tenth of one percent of the agreement amount, whichever is greater. Eligibility for reimbursement is subject to audit for compliance with the Buy America Requirement.

8. APCO and CITY each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a party warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and to bind it to the terms hereof.

9. This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one (1) and the same instrument.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

ALABAMA POWER COMPANY

BY: Joshua Phillips Date: 7/22/2026
Its Authorized Agent

Print Name: Joshua Phillips

ACKNOWLEDGEMENT

The State of Alabama}
Jefferson County }

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as Authorized Agent of Alabama Power, 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 and with full authority of Alabama Power Company, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of _____, 20__

_____
(Seal) Notary Public

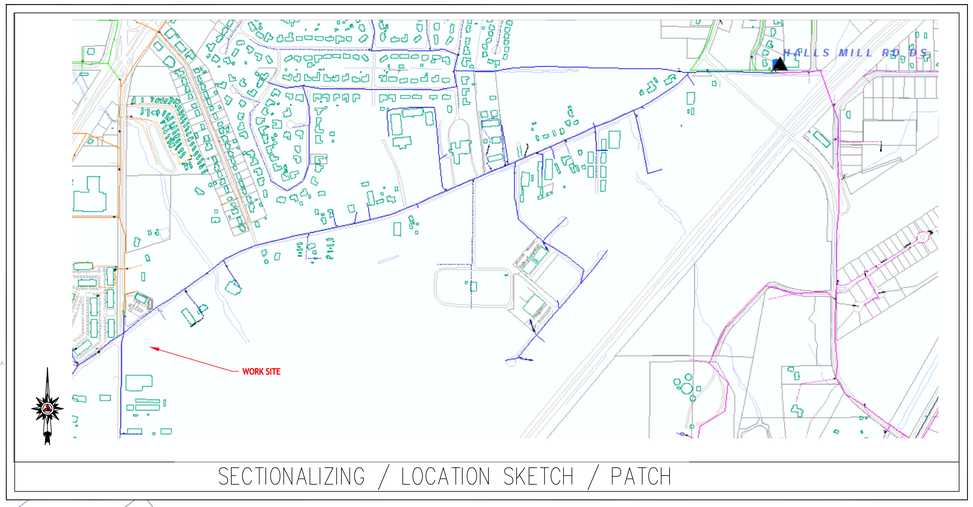
CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

_____ Date: _____
City Clerk

EXHIBIT A



SECTIONALIZING / LOCATION SKETCH / PATCH

R0233051510000003.002
WOODSIDE MOBILE PHASE I LLC
C/O HPI WOODSIDE LLC
2 HUNTLEY RD
OLD LYME, CT 06371
INST.2017082035

LOT 1A

R0233051510000003.005
WOODSIDE MOBILE PHASE II LLC
C/O HPI WOODSIDE LAND LLC
2 HUNTLEY RD
OLD LYME, CT 06371
INST.2017082038

SUBDIVISION OF LOT 1 OF ALTA SUBDIVISION
MAP BK 133 PG 97

LOT 2

R0233061420000121.01
SALATA, MARIE L & JOSEPH A
4658 HALLS MILL RD
MOBILE, AL 36693
RPBK 4321 PG161

ANGELA HALLS SUBDIVISION
MAP BK 133 PG 97

LOT 1

R0233061420000122
BOWMAN, LLC
110 PIER AVE
FAIRHOPE, AL 36532
RPBK 7283 PG 1508
MAP BK 133 PG 97

DEMETROPOLIS RD.

HALLS MILL RD.

R0233061420000124.001
PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC
4474 HALLS MILL RD
MOBILE, AL 36693
RPBK 7322 PG 370

R0233061420000124.01
CORRE-REGAN & ASSOCIATES INC 2927 CENTRAL AVE
BIRMINGHAM, AL 35209
RPBK 4322 Pg 174

CARSON PLACE
MPBK 30 PG 23

GRIFFIN PLACE
MPBK 34 PG 108

R0233061420000124.004
FIREMAN ENTERPRISES LLC
P O BOX 2382
MOBILE, AL 36652
RPBK 5720 PG 430

MCCORD PLACE
MPBK 57 PG 59

R0233061420000124
R0233061420000123
2449 STAPLES RD
MOBILE, AL 36695
RPBK 7433 PG 1538

R0233053800001001
ALLS MILL FERROELS, LLC, A LIMITED LIABILITY COMPANY
7400-D HITT RD
MOBILE, AL 36695

LOT 1

R0233053800001007.001
WOODSIDE MOBILE PHASE I LLC
C/O HPI WOODSIDE LLC
2 HUNTLEY RD
OLD LYME, CT 06371
RPBK 7182 PG 829

LIMITED II SUBDIVISION
MAP BK 81 PG 108

R0233053800001002
YORK MAURICE S
MOBILE, AL 36619
RPBK06949 PG869

LOT A
RESUBDIVISION OF LOT 6
HALLS MILL SOUTH INDUSTRIAL PARK
MB 38 PG 12

R0233061430000031.001
BLEVINS CO WAREHOUSE, A P
KASSBLEVINS INC 421 HART LANE
KASSBLEVINS, ALTON 35216
RPBK 2777 PG 397

LOT 1

I: 3Ø DDE - VERT
2 - 12" ANCHOR 3/4" ROD
2 - 3/8" PRI GUY
3/8" NEUT GUY
3/8" SIDEWALK GUY

R: 50/3
3Ø DDE - FG ARM
3Ø TAN - BULL HORN - PTP
160' 3Ø #397 PRI + #2/0 NEU

I: 60/2
3Ø 3-WAY DE
12" ANCHOR 3/4" ROD
3/8" PRI SIDEWALK GUY
65' 3Ø #397 PRI + #2/0 NEUT

R: 40/4
LOT 1B
3Ø TAN - BULL HORN- PTP
25 KVA 7.2KV 120/240V CV
170' 3Ø #397 PRI + #2/0 NEU
170' #4 HOT LEG
3/8" SPAN GUY

R: 50/2
3Ø DDE FLAT
FG DE ARM
3Ø VIPER
160' 3Ø #397 PRI + #2/0 NEU
135' #4 DPX
*PRI FROM 1-3 STAYS
*SEC FROM 1-3 REM

R: 35/5
2 - 12" ANCHOR 3/4" ROD
2 - 3/8" PRI GUY

C3211

C3211

R: 45/4
3- C/O, LA, TRIMOUNT BKT
3Ø DDE CROSS ARM
120' 3Ø #397 PRI + #2/0 NEUT
3/8 SPAN GUY

I: 50/2
3Ø 3 DDE - VERT
12" ANCHOR 3/4" ROD(15' LEAD)
3/8" PRI GUY
3/8" NEUT GUY

YA3744
S YA4841
L YA4843
B YA4845

I: 50/2
3Ø VERT DDE FG ARM
3Ø VIPER
65' 3Ø #397 PRI + #2/0 NEU

YA3744
S YA4841
L YA4843
B YA4845

I: 60/2
3Ø TAN VERT
3 - STAND OFF BKTS
1- 125' 3Ø #397 PRI + #2/0 NEU TO LOC 5
1- 290' 3Ø #397 PRI + #2/0 NEU TO LOC 7
3Ø DDE VERT
3/8" PRI GUY
3/8" NEU GUY
12" ANCHOR 3/4" ROD(21' LEAD)

I: 50/2
3Ø DDE VERT
12" ANCHOR 3/4" ROD(15' LEAD)
1- 3/8" PRI GUY
1- 3/8" NEU GUY
200' 3Ø #397 PRI + #2/0 NEU

I: 50/2
3Ø DDE - FG ARM
12" ANCHOR 3/4" ROD(15'LEAD)
3/8" PRI GUY
3/8" NEUT GUY
3 - C/O, LA, TRI MOUNT BKT
MAKE 30' 3Ø #397 PRI + #2/0 NEUT
BTW LOC 5-6 INTO SLACK SPAN

A6553-23-A122
HALLS MILL
X: 26296
Y: C279

0 60 120
PLAN SCALE

AUTOMATED DRAWING - MAKE NO MANUAL REVISIONS

ALABAMA POWER COMPANY

JOB WMOB/HILLCREST
DETAIL HALLS MILL & DEMETROPOLIS
CITY OF MOBILE 2020-2060-01

MAP REF: SEC- ,TP- ,R-

DRAWN S.WMS. ENGR McVAY DATE 04/21/22
APPROVED DATE
APPROVED DATE

SCALE 1" = 60' PLOTTED
SHEET 1 OF 1 SHEETS
SUPERSEDES

D-590-4916

S:\Workgroups\APC Mobile Division\Mobile Map Group\0.Cadet\Archive\Dwg\D5904916.dwg, 5/27/2026 1:20:25 PM, VSWILLIA

EXHIBIT B

Alabama Power

Account Number	**Please Pay By** Jun 27, 2026
#Error	**Total Due** $144,706.00

Contact Us

24 hours a day, 7 days a week

alabamapower.com

ALABAMA POWER COMPANY
6396 AIRPORT BLVD
MOBILE, AL 36608-3130

Account Number
#Error

☎ Customer Service
800-245-2244

Web Access Code

Power Outage Reporting
800-888-2726

INVOICE

Account Number #Error
Work Order A655423A325

Billing Date: May 28, 2026

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Business Description	Amount
MANUAL BILL WITHOUT CIAC TAX ADDER: Contact: AIKENS,JOSHUA MARVIN Office, JMAIKENS@SOUTHERNCO.COM	$144,706.00
TOTAL INVOICE AMOUNT	**$144.706.00**

Convenient Payment Options

By Mail: ALABAMA POWER COMPANY
P.O. BOX 242
BIRMINGHAM, AL 35292

Alabama Power Company web site address
alabamapower.com/mypayment

Online: Visit the company web site and login to your account using the following:
Account Number **#Error** and Web Access Code .

Please keep this portion for your records

Please return this portion with your payment

Alabama Power

Please Pay By	Jun 27, 2026
Total Due	$144,706.00

#Error

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Mail To:
ALABAMA POWER COMPANY
P.O. BOX 242
BIRMINGHAM, AL 35292

Itemized Costs of Utility Relocations

NUM	NAME	UNIT_ID	Description	WKLOC_ID	SPECIAL_PROCESSING	Install/Transfer Hours	Install/Transfer Labor	Install/Transfer Eqp	Install/Transfer Qty	Material Cost	Removal Hours	Removal Labor	Remove Eqp	Remove Qty	Salvage Credit
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	LTE_DUAL_COAX_ASSEMBLY	SCADA	1	NONE	0.97	$164.43	$63.55	1	$817.53	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PLCHL6ESD	POLE GROUNDS	1	NONE	1.92	$325.45	$125.78	1	$149.09	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PL502CCA	POLES - WOOD	1	NONE	3.92	$664.47	$256.80	1	$522.51	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	S350CWC	CONDUCTOR - SECONDARY	1	NONE	0.79	$133.90	$51.75	45	$622.03	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SD1	CONSTRUCTION	1	NONE	0.07	$11.87	$4.59	1	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PDL3	CONSTRUCTION	1	MAINTENANCE	0.83	$84.96	$54.37	2	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SIGN_ENHANCED_GROUND	POLE GROUNDS	1	NONE	0.06	$10.17	$3.93	1	$0.85	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ND1	CONSTRUCTION	1	MAINTENANCE	0.07	$7.17	$4.59	1	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SL4DXC	CONDUCTOR - SECONDARY	1	NONE	0.9	$152.55	$58.96	70	$85.37	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SR1	POLE HARDWARE	1	NONE	0.35	$59.33	$22.93	1	$12.17	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GUU4/10PVC	RISER/TERM ACCESSORIES	1	NONE	0.33	$55.94	$21.62	3	$462.25	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW397	POLE HARDWARE	1	NONE	0	$0.00	$0.00	6	$311.71	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ER_651RST_VIPERST_15_800A	RECLOSERS - ELECTRONIC	1	NONE	7.69	$1,754.75	$503.78	1	$48,690.36	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW2/0	POLE HARDWARE	1	NONE	0	$0.00	$0.00	2	$52.91	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	BKTANTENRTU	SCADA	1	NONE	0.3	$50.85	$19.65	1	$37.97	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW2/0	POLE HARDWARE	2	NONE	0	$0.00	$0.00	2	$52.91	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PL502CCA	POLES - WOOD	2	NONE	3.92	$664.47	$256.80	1	$522.51	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ND1	CONSTRUCTION	2	MAINTENANCE	0.07	$7.17	$4.59	1	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PDL3	CONSTRUCTION	2	MAINTENANCE	0.41	$41.97	$26.86	1	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW397	POLE HARDWARE	2	NONE	0	$0.00	$0.00	6	$311.71	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ND1	CONSTRUCTION	2	NONE	0.07	$11.87	$4.59	1	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PD3	CONSTRUCTION	2	NONE	0.41	$69.50	$26.86	1	$111.24	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	INSPOLY	POLE HARDWARE	2	NONE	0.41	$69.50	$26.86	3	$93.66	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GW3/8PRI	GUYS	2	NONE	0.42	$71.19	$27.51	1	$123.28	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GW3/8NEU	GUYS	2	NONE	0.3	$50.85	$19.65	1	$78.65	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ANCHOR12_3/4	#N/A	2	NONE	1.52	$257.66	$99.58	1	$143.56	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PN33972/0C	CONDUCTOR - PRIMARY	2	NONE	9.72	$1,647.62	$636.76	200	$1,917.60	2.29	$388.18	$150.02	70	$203.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PLC6SD	POLE GROUNDS	2	NONE	0.92	$155.95	$60.27	1	$69.96	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PL502CCA	POLES - WOOD	3	NONE	0	$0.00	$0.00	0	$0.00	3.12	$528.86	$204.39	1	$30.85
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PFGDE6	#N/A	3	NONE	0	$0.00	$0.00	0	$0.00	1.2	$203.41	$78.61	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	BKTANTENRTU	SCADA	3	NONE	0	$0.00	$0.00	0	$0.00	0.3	$50.85	$19.65	1	$17.93
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	LTE_DUAL_COAX_ASSEMBLY	SCADA	3	NONE	0	$0.00	$0.00	0	$0.00	0.91	$154.25	$59.61	1	$91.02
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ND1	CONSTRUCTION	3	NONE	0	$0.00	$0.00	0	$0.00	0.11	$18.65	$7.21	2	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ER_651RST_VIPERST_15_800A	RECLOSERS - ELECTRONIC	3	NONE	0	$0.00	$0.00	0	$0.00	6.64	$1,060.40	$435.00	1	$11,428.01
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW2/0	POLE HARDWARE	3	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	2	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PN33972/0C	CONDUCTOR - PRIMARY	3	NONE	0	$0.00	$0.00	0	$0.00	5.23	$886.52	$342.62	160	$464.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW397	POLE HARDWARE	3	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	6	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GUU4/10PVC	RISER/TERM ACCESSORIES	3	NONE	0	$0.00	$0.00	0	$0.00	0.68	$115.26	$44.55	3	$218.31
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PD3	CONSTRUCTION	3	NONE	0	$0.00	$0.00	0	$0.00	0.65	$110.17	$42.58	2	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	S350CWC	CONDUCTOR - SECONDARY	3	NONE	0	$0.00	$0.00	0	$0.00	0.53	$89.84	$34.72	45	$187.20
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SR1	POLE HARDWARE	3	NONE	0	$0.00	$0.00	0	$0.00	0.26	$44.07	$17.03	1	$2.90
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SL4DXC	CONDUCTOR - SECONDARY	3	NONE	0	$0.00	$0.00	0	$0.00	1.3	$220.36	$85.16	221	$79.56
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SD1	CONSTRUCTION	3	NONE	0	$0.00	$0.00	0	$0.00	0.06	$10.17	$3.93	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PLC6SD	POLE GROUNDS	4	NONE	0.92	$155.95	$60.27	1	$69.96	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PL502CCA	POLES - WOOD	4	NONE	3.92	$664.47	$256.80	1	$522.51	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PDL3	CONSTRUCTION	4	NONE	0.41	$69.50	$26.86	1	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SR1	POLE HARDWARE	4	NONE	0.35	$59.33	$22.93	1	$12.17	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	TIE397TTWIN	POLE HARDWARE	4	NONE	0	$0.00	$0.00	3	$21.97	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GW3/8PRI	GUYS	4	NONE	0.85	$144.09	$55.68	2	$246.56	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	TIE2/0SPOOL	POLE HARDWARE	4	NONE	0	$0.00	$0.00	1	$2.87	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DEC2/0	POLE HARDWARE	4	NONE	0	$0.00	$0.00	1	$17.14	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DEC397	POLE HARDWARE	4	NONE	0	$0.00	$0.00	3	$155.86	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	INSPOLY35	POLE HARDWARE	4	NONE	0.41	$69.50	$26.86	3	$165.21	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	BKTFG262	POLE HARDWARE	4	NONE	0.55	$93.23	$36.03	3	$566.17	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PT3	CONSTRUCTION	4	NONE	1.12	$189.84	$73.37	1	$25.76	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GW3/8NEU	GUYS	4	NONE	0.3	$50.85	$19.65	1	$78.65	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ANCHOR12_3/4	#N/A	4	NONE	3.06	$518.69	$200.46	2	$287.13	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ND1	CONSTRUCTION	4	NONE	0.07	$11.87	$4.59	1	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PN33972/0C	CONDUCTOR - PRIMARY	4	NONE	20.2	$3,424.07	$1,323.31	415	$3,979.03	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	NT1	CONSTRUCTION	4	NONE	0.06	$10.17	$3.93	1	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PDL3	CONSTRUCTION	5	NONE	0.41	$69.50	$26.86	1	$0.00	0.33	$55.94	$21.62	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GW3/8NEU	GUYS	5	NONE	0.3	$50.85	$19.65	1	$78.65	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PDL3	CONSTRUCTION	5	MAINTENANCE	0.41	$41.97	$26.86	1	$0.00	0.33	$55.94	$21.62	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GW3/8PRI	GUYS	5	NONE	0.42	$71.19	$27.51	1	$123.28	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SPANGUY3/8	GUYS	5	NONE	0	$0.00	$0.00	0	$0.00	1.44	$244.10	$94.34	1	$19.24
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	INSPOLY	POLE HARDWARE	5	MAINTENANCE	0.41	$41.97	$26.86	3	$66.90	0.33	$55.94	$21.62	3	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	INSPOLY	POLE HARDWARE	5	NONE	0.41	$69.50	$26.86	3	$93.66	0.33	$55.94	$21.62	3	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PN33972/0C	CONDUCTOR - PRIMARY	5	NONE	0	$0.00	$0.00	0	$0.00	3.92	$664.49	$256.80	120	$348.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ND1	CONSTRUCTION	5	NONE	0.07	$11.87	$4.59	1	$0.00	0.06	$10.17	$3.93	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ND1	CONSTRUCTION	5	MAINTENANCE	0.07	$7.17	$4.59	1	$0.00	0.06	$10.17	$3.93	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	HL397	POLE HARDWARE	5	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	3	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW397	POLE HARDWARE	5	MAINTENANCE	0	$0.00	$0.00	3	$111.33	0	$0.00	$0.00	3	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW2/0	POLE HARDWARE	5	MAINTENANCE	0	$0.00	$0.00	1	$18.90	0	$0.00	$0.00	1	$0.00

1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PLC6SD	POLE GROUNDS	5	NONE	0.92	$155.95	$60.27	1	$69.96	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PLC6HL	POLE GROUNDS	5	NONE	0	$0.00	$0.00	0	$0.00	0.12	$20.34	$7.86	1	$11.04
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PL502CCA	POLES - WOOD	5	NONE	3.92	$664.47	$256.80	1	$522.51	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW2/0	POLE HARDWARE	5	NONE	0	$0.00	$0.00	1	$26.46	0	$0.00	$0.00	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PL4S4CCA	POLES - WOOD	5	NONE	0	$0.00	$0.00	0	$0.00	3.12	$528.86	$204.39	1	$22.09
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW397	POLE HARDWARE	5	NONE	0	$0.00	$0.00	3	$155.86	0	$0.00	$0.00	3	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ANCHOR12_3/4	#N/A	5	NONE	1.52	$257.66	$99.58	1	$143.56	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DSASLY15600LP	SWITCHES - OH	5	NONE	0	$0.00	$0.00	0	$0.00	4.28	$725.50	$280.38	1	$763.36
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PFGDE6	#N/A	5	NONE	0	$0.00	$0.00	0	$0.00	1.2	$203.41	$78.61	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	BKTCOMB3PH	POLE HARDWARE	6	NONE	0.19	$32.21	$12.45	1	$248.44	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	LA	ARRESTERS	6	NONE	0.36	$61.02	$23.58	1	$59.16	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	TLD89	POLE HARDWARE	6	NONE	0	$0.00	$0.00	6	$199.75	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	INSPOLY	POLE HARDWARE	6	NONE	0.83	$140.69	$54.37	6	$187.32	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	TIE397TTWIN	POLE HARDWARE	6	NONE	0	$0.00	$0.00	1	$7.32	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ANCHOR12_3/4	#N/A	6	NONE	3.06	$518.69	$200.46	2	$287.13	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	EXTLINK	SWITCH ACCESSORIES OH	6	NONE	0	$0.00	$0.00	1	$10.42	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	HL397	POLE HARDWARE	6	NONE	0	$0.00	$0.00	3	$51.84	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SIGN_ENHANCED_GROUND	POLE GROUNDS	6	NONE	0.06	$10.17	$3.93	1	$0.85	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW2/0	POLE HARDWARE	6	NONE	0	$0.00	$0.00	2	$52.91	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GW3/8PRI	GUYS	6	NONE	0.85	$144.09	$55.68	2	$246.56	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GW3/8NEU	GUYS	6	NONE	0.3	$50.85	$19.65	1	$78.65	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW397	POLE HARDWARE	6	NONE	0	$0.00	$0.00	6	$311.71	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DSASLY15900SID	SWITCHES - OH	6	NONE	17.87	$3,029.11	$1,170.67	3	$6,565.23	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	INSPIN	POLE HARDWARE	6	NONE	0.28	$47.46	$18.34	2	$17.18	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PP13	POLE HARDWARE	6	NONE	0.42	$71.19	$27.51	1	$88.59	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	TS35TRIFG	SWITCH ACCESSORIES OH	6	NONE	0.69	$116.96	$45.20	1	$398.51	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PL502CCA	POLES - WOOD	6	NONE	3.92	$664.47	$256.80	1	$522.51	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ND1	CONSTRUCTION	6	MAINTENANCE	0.14	$14.33	$9.17	2	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PPIN	POLE HARDWARE	6	NONE	0.85	$144.09	$55.68	2	$139.17	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PDL3	CONSTRUCTION	6	MAINTENANCE	0.83	$84.96	$54.37	2	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PLCHL6ESD	POLE GROUNDS	6	NONE	1.92	$325.45	$125.78	1	$149.09	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PFGDE6	#N/A	6	NONE	1.52	$257.66	$99.58	1	$404.89	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PD3	CONSTRUCTION	8	NONE	0.83	$140.69	$54.37	2	$222.50	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PDL3	CONSTRUCTION	8	MAINTENANCE	0.41	$41.97	$26.86	1	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PLC6SD	POLE GROUNDS	8	NONE	0.92	$155.95	$60.27	1	$69.96	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GW3/8PRI	GUYS	8	NONE	1.28	$216.97	$83.85	3	$369.87	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	INSPOLY35	POLE HARDWARE	8	NONE	0.41	$69.50	$26.86	3	$165.21	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW397	POLE HARDWARE	8	NONE	0	$0.00	$0.00	9	$467.57	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW2/0	POLE HARDWARE	8	NONE	0	$0.00	$0.00	3	$79.37	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PL502CCA	POLES - WOOD	8	NONE	3.92	$664.47	$256.80	1	$522.51	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SIDEWALKASLY	GUYS	8	NONE	0	$0.00	$0.00	1	$207.04	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ND1	CONSTRUCTION	8	NONE	0.14	$23.73	$9.17	2	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PN33972/0C	CONDUCTOR - PRIMARY	8	NONE	3.18	$539.05	$208.32	65	$623.22	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ANCHOR12_3/4	#N/A	8	NONE	3.06	$518.69	$200.46	2	$287.13	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ND1	CONSTRUCTION	8	MAINTENANCE	0.07	$7.17	$4.59	1	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SIDEWALKASLY	GUYS	9	NONE	0	$0.00	$0.00	1	$207.04	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW2/0	POLE HARDWARE	9	NONE	0	$0.00	$0.00	2	$52.91	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW397	POLE HARDWARE	9	NONE	0	$0.00	$0.00	6	$311.71	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ND1	CONSTRUCTION	9	MAINTENANCE	0.07	$7.17	$4.59	1	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ND1	CONSTRUCTION	9	NONE	0.07	$11.87	$4.59	1	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PLC6SD	POLE GROUNDS	9	NONE	0.92	$155.95	$60.27	1	$69.96	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PDL3	CONSTRUCTION	9	MAINTENANCE	0.41	$41.97	$26.86	1	$0.00	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PL502CCA	POLES - WOOD	9	NONE	3.92	$664.47	$256.80	1	$522.51	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GW3/8PRI	GUYS	9	NONE	1.28	$216.97	$83.85	3	$369.87	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ANCH10SOCKROD3/4TWIN	GUYS	9	NONE	1.9	$322.06	$124.47	2	$287.12	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GW3/8NEU	GUYS	9	NONE	0.3	$50.85	$19.65	1	$78.65	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PD3	CONSTRUCTION	9	NONE	0.41	$69.50	$26.86	1	$111.24	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	INSPOLY	POLE HARDWARE	9	NONE	0.41	$69.50	$26.86	3	$93.66	0	$0.00	$0.00	0	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PB602	POLE HARDWARE	10	NONE	0	$0.00	$0.00	0	$0.00	0.36	$61.02	$23.58	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SD1	CONSTRUCTION	10	NONE	0	$0.00	$0.00	0	$0.00	0.06	$10.17	$3.93	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PN33972/0C	CONDUCTOR - PRIMARY	10	NONE	0	$0.00	$0.00	0	$0.00	5.23	$886.52	$342.62	160	$464.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW2/0	POLE HARDWARE	10	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	2	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	TIE397S	POLE HARDWARE	10	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	2	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PL503CCA	POLES - WOOD	10	NONE	0	$0.00	$0.00	0	$0.00	3.12	$528.86	$204.39	1	$27.52
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PP132	POLE HARDWARE	10	NONE	0	$0.00	$0.00	0	$0.00	0.37	$62.71	$24.24	1	$19.97
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PLC6HL	POLE GROUNDS	10	NONE	0	$0.00	$0.00	0	$0.00	0.12	$20.34	$7.86	1	$11.04
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	TIE397TTWIN	POLE HARDWARE	10	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SPANGUY3/8	GUYS	10	NONE	0	$0.00	$0.00	0	$0.00	2.9	$491.57	$189.98	2	$38.48
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	DECTW397	POLE HARDWARE	10	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	6	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PJ1	POLE HARDWARE	10	NONE	0	$0.00	$0.00	0	$0.00	0.95	$161.03	$62.23	2	$1.52
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PD3	CONSTRUCTION	10	NONE	0	$0.00	$0.00	0	$0.00	0.65	$110.17	$42.58	2	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PFGDE6	#N/A	10	NONE	0	$0.00	$0.00	0	$0.00	1.2	$203.41	$78.61	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ND1	CONSTRUCTION	10	NONE	0	$0.00	$0.00	0	$0.00	0.23	$38.98	$15.07	4	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	TIE397TTWIN	POLE HARDWARE	11	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PN33972/0C	CONDUCTOR - PRIMARY	11	NONE	0	$0.00	$0.00	0	$0.00	5.56	$942.46	$364.24	170	$493.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PLC6HL	POLE GROUNDS	11	NONE	0	$0.00	$0.00	0	$0.00	0.12	$20.34	$7.86	1	$11.04
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SPANGUY3/8	GUYS	11	NONE	0	$0.00	$0.00	0	$0.00	1.44	$244.10	$94.34	1	$19.24

1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SD1	CONSTRUCTION	11	NONE	0	$0.00	$0.00	0	$0.00	0.06	$10.17	$3.93	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SL4C	CONDUCTOR - SECONDARY	11	NONE	0	$0.00	$0.00	0	$0.00	0.77	$130.52	$50.44	170	$6.80
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	NT1	CONSTRUCTION	11	NONE	0	$0.00	$0.00	0	$0.00	0.05	$8.48	$3.28	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PB60	POLE HARDWARE	11	NONE	0	$0.00	$0.00	0	$0.00	0.36	$61.02	$23.58	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	T25CL	TRANSFORMERS - SINGLE OH	11	NONE	0	$0.00	$0.00	0	$0.00	2.78	$399.39	$182.12	1	$1,312.01
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	HL397	POLE HARDWARE	11	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	TIE397S	POLE HARDWARE	11	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	2	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PT3	CONSTRUCTION	11	NONE	0	$0.00	$0.00	0	$0.00	0.99	$167.82	$64.86	1	$2.28
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GUARDWILDLIFECOMB	TRANSFORMER ACC OH	11	NONE	0	$0.00	$0.00	0	$0.00	0.05	$8.48	$3.28	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	SR1	POLE HARDWARE	11	NONE	0	$0.00	$0.00	0	$0.00	0.52	$88.15	$34.07	2	$5.80
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PL45 4	POLES - WOOD	11	NONE	0	$0.00	$0.00	0	$0.00	3.12	$528.86	$204.39	1	$9.60
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	TIE2/0SPOOL	POLE HARDWARE	11	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	1	$0.00
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	PL35SCCA	POLES - WOOD	12	NONE	0	$0.00	$0.00	0	$0.00	3.12	$528.86	$204.39	1	$12.26
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	ANCH10SOCKROD3/4TWIN	GUYS	12	NONE	0	$0.00	$0.00	0	$0.00	0.63	$106.79	$41.27	2	$30.40
1647922	BILLING ESTIMATE CITY OF MOBILE 2020-2060-01	GW3/8PRI	GUYS	12	NONE	0	$0.00	$0.00	0	$0.00	0.83	$140.69	$54.37	2	$38.48
							$23,129.00	$8,873.00		$77,898.00		$12,473.00	$4,873.00		$16,390.00

Charge Type		Subtotal	Overheads	Cost + Overheads	Description
Labor		$20,000.00	$8,000.00	$28,000.00	TRAFFIC CONTROL
Equipment		$1,500.00	$600.00	$2,100.00	FOR TREE TRIMMING
Equipment		$10,500.00	$4,200.00	$14,700.00	HYDRO-VAC
Total External Charges		$32,000.00	$12,800.00	$44,800.00	

Itemized Cost Breakdown

Labor and Equipment Cost From Spreadsheet

Install/Trans Labor	$23,129.00
Install/Trans Equip	$8,873.00
Removal Labor	$12,473.00
Removal Equipment	$4,873.00
Contract Labor	$44,800.00
Labor and Equipment Cost Total	$94,148.00

Material Cost from Spreadsheet

Material Cost	$77,898.00

Salvage From Spreadsheet

Salvage Credit	$16,390.00

From Spread Sheet

Total Labor and Equipment	$94,148.00
Total Material	$77,898.00
E&S credit	-$10,950.00
Total Savlage Credit	$16,390.00
Total Billing	$144,706.00

From JETS Face Sheets A6554-23-A325

	Plant	Transformer	Meters	Maintenance	Removal	Total
Company Labor	$ 13,336.00	$ 308		$ 504	$ 7,332	$ 21,480
Contract Labor	$ 32,000.00	$ -				$ 32,000
Company Material	$ 47,190.00	$ 748		$ 197		$ 48,135
Contractor Material						$ -
Company Equipment	$ 8,535.00	$ 197		$ 322	$ 4,692	$ 13,746
Contractor Equipment	$ -					$ -
E & S Supv (Material)	$ 18,876.00	$ -				$ 18,876
E & S Supv (Labor & Eq)	$ 21,548.00	$ 501		$ -	$ 4,810	$ 26,859
Subtotal	$ 141,485.00	$ 1,754	$ -	$ 1,023	$ 16,834	$ 161,096
Blanket						
Other Billing						$ -
Salvage	$ 14,528.00	$ 1,862				$ 16,390
Total	$ 126,957.00	$ (108)	$ -	$ 1,023	$ 16,834	$ 144,706

Labor & Equipment Cost From JETS Face Sheet

Labor Total	$53,480.00
Equipment Total	$13,746.00
E&S Labor & Equip	$26,859.00
Joint Use Billing credit	$0.00
Total Labor & Equip	$94,085.00

Material Cost from JETS Face Sheet

Material Cost	$48,135.00
E&S Material	$18,876.00
Total Material	$67,011.00

Salvage from JETS

Salvage Credit	$16,390.00

From JETS

Total Labor and Equipment	$94,085.00
Total Material	$67,011.00
Total Savlage Credit	$16,390.00
Total Billing	$144,706.00

Western Corridor A6440-21-C223

ESTIMATE SUMMARY		Utility Cost Breakdown				
Item(s)			Removal	Install	Total	
		Engineering/Coordination	$5,311.00	$40,424.00	$45,735.00	
Engineering, Supervision, & Overheads	$45,735.00	Labor	$8,144.00	$45,336.00	$53,480.00	
RW (Acquisition Only)		Transportation/Misc	$5,211.00	$8,535.00	$13,746.00	
Construction Labor	$53,480.00	Material	$945.00	$47,190.00	$48,135.00	
Materials & Handling Charges	$48,135.00	Blanket Cost	$0.00	$0.00		
Transportation & Equipment	$13,746.00	Salvage Credit	$1,862.00	$14,528.00	$16,390.00	
Blanket Cost						
Miscellaneous Expense						
GROSS RELOCATION COSTS	$161,096.00	TOTAL			$144,706.00	
*Salvage Credit	$16,390.00					
*Betterment		Engr, Supv, OH =	Plant Labor	Plant Material	Plant Euipment	TOTAL	MAX Approved %
*Joint Use Bell Billing Credit			$45,336	$47,190	$8,535	$101,061	54%
TOTAL CREDITS	$16,390.00	Engr, Supv, OH =	$54,573				
TOTAL REIMBURSABLE COSTS	$144,706.00						

Rounding may result in +/-$1

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 4 August 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 Musco Sports Lighting LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Musco Sports Lighting LLC to repair lightning strike damage to Medal of Honor Park soccer field lighting.
CIP - Medal of Honor Lighting

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $95,800.00

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: 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
15925	2026	(3035) FACILITY MAINTENANCE	REPAIR LIGHTNING STRIKE DAMAGE TO MEDAL OF HONOR PARK SOCCER FIELD LIGHTING (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$95,800.00	(278697) MUSCO SPORTS LIGHTING LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00015925-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	MECHANICAL SYSTEMS
100 1ST AVENUE WEST	850 OWENS STREET
	MOBILE, AL 36604
OSKALOOSA, IA 52577	
Tel#800-808-6020	Delivery Reference
Fax 641-672-4740	BRENDA PARKER
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/27/26	278697				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE SVC-476075 AND THE SOURCEWELL CONTRACT NUMBER 041123-MSL SOURCEWELL EXPIRES 6-16-2027			
001	LED FIXTURES	18.00 EACH	1850.00000	33300.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1059 .CONSTRUCTN. .			33300.00
	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
	Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604			
002	LED DRIVERS	59.00 EACH	500.00000	29500.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1059 .CONSTRUCTN. .			29500.00

Bill To	Requisition 00015925-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	MECHANICAL SYSTEMS
100 1ST AVENUE WEST	850 OWENS STREET
	MOBILE, AL 36604
OSKALOOSA, IA 52577	
Tel#800-808-6020	Delivery Reference
Fax 641-672-4740	BRENDA PARKER
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/27/26	278697				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604			
003	FU-180 FUSES	100.00 EACH	6.00000	600.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1059 .CONSTRUCTN. .			600.00
	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604			

Bill To	Requisition 00015925-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST OSKALOOSA, IA 52577 Tel#800-808-6020 Fax 641-672-4740	MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/27/26	278697				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
004	10 AMP CONTACTOR	1.00 EACH	33.00000	33.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1059 .CONSTRUCTN. .			33.00
	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604			
005	TVSS DIODE	1.00 EACH	1.00000	1.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1059 .CONSTRUCTN. .			1.00

Bill To	Requisition 00015925-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	MECHANICAL SYSTEMS
100 1ST AVENUE WEST	850 OWENS STREET
	MOBILE, AL 36604
OSKALOOSA, IA 52577	
Tel#800-808-6020	Delivery Reference
Fax 641-672-4740	BRENDA PARKER
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/27/26	278697				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604			
006	LIFT	1.00 EACH	9500.00000	9500.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1059 .CONSTRUCTN. .			9500.00
	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604			

Bill To	Requisition 00015925-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 5

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST OSKALOOSA, IA 52577 Tel#800-808-6020 Fax 641-672-4740	MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/27/26	278697				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
007	LABOR COST	1.00 EACH	18600.00000	18600.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1059 .CONSTRUCTN. .			18600.00

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604

008	FREIGHT	1.00 EACH	4266.00000	4266.00

Additional Description Notes

SERVICES INCLUDE LABOR, MATERIALS, LIFT, AND FREIGHT NEEDED TO FURNISH & REPLACE MATERIALS ON THE (3) SOCCER FIELDS THAT WERE DAMAGED FROM THE LIGHTING STRIKE.

PER YOUR QUOTE:
Sourcewell Purchase - Contract Number: 041123-MSL

Bill To	Requisition 00015925-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	MECHANICAL SYSTEMS
100 1ST AVENUE WEST	850 OWENS STREET
	MOBILE, AL 36604
OSKALOOSA, IA 52577	
Tel#800-808-6020	Delivery Reference
Fax 641-672-4740	BRENDA PARKER
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/27/26	278697				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Sourcewell Member Number: 28870 Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1059 .CONSTRUCTN. .			4266.00

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 95800.00

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

Account	Amount	Remaining Budget
E C1059 .CONSTRUCTN. .	95800.00	1.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	95800.00	57988.76
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION		

Bill To	Requisition 00015925-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
MUSCO SPORTS LIGHTING LLC	MECHANICAL SYSTEMS
100 1ST AVENUE WEST	850 OWENS STREET
	MOBILE, AL 36604
OSKALOOSA, IA 52577	
Tel#800-808-6020	Delivery Reference
Fax 641-672-4740	BRENDA PARKER
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/27/26	278697				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	07/27/26	BRENDA RHODES	
Approved	07/27/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/28/26	DONALD ROSE	Auto approved by: 910518227
Approved	07/28/26	SANDRA LEWIS	
Approved	07/28/26	STEVEN KRONINGER	Auto approved by: 910518227
Approved	07/28/26	MARYLYN BUSCHELL	Auto approved by: 910518227
Approved	07/28/26	JAMES NEESE	Auto approved by: 910518227
Approved	07/28/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518227
Approved	07/28/26	REBECCA CRUMPLER	Auto approved by: 910518227
Approved	07/28/26	ANNE FOLEY	Auto approved by: 910518227
Approved	07/28/26	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

Musco Sports Lighting, LLC

Sports lighting

#041123-MSL
Maturity Date: 6/16/2027

Sourcewell Awarded Contract

Products & Services | Documents | Contact Information

Products & Services

Sourcewell contract 041123-MSL gives access to the following types of goods and services:

- Light-Structure System™ lighting
- SportsCluster® lighting system
- Total Light Control - TLC for LED™ technology
- Control-Link® control system
- Mini-Pitch System™ modular sports solution
- Communication-Structure System™ complete system
- Contract accepted in Canada

Ready to move forward?

Our dedicated team is here to help you request a quote, ask a contract question, or learn more about cooperative purchasing.

Request a quote or ask a question

Call 877-585-9706

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

IDIQ Contracts

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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

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 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 inspection, service, and perform preventative maintenance of elevators and escalators at various locations throughout the City.

Amount of Contract:
$750,924.00

Funding Source
Convention Center: 60806080-42200
Cruise Terminal: 60206020-42150
Other Locations: 10043035-42150
National Maritime Museum: 10044020-42140
Mobile Arena: TBD

ATTACHMENTS:
1. Resolution Kone Inc.
2. SC-022-26 Contract Packet revised 7.27.26

REVIEWERS:
Stacey Howard
Carleen Stout
Logan Gewin
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract Agreement 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 herein. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Kone Inc.
Project Name:	Service Contract – Various Locations – Elevator and Escalator Inspection, Service, & Preventive Maintenance (3-Year Service Contract Agreement)
Project Number:	SC-022-26
Amount:	$ 184,132.00 – FIRST YEAR ONLY 276,468.00 – SECOND YEAR ONLY 290,324.00 – THIRD YEAR ONLY $ 750,924.00 – TOTAL AMOUNT OF CONTRACT

Adopted:

_____

City Clerk

SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND 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:	**KONE Inc.** **30604 SGT. E. I. "Boots" Thomas Dr.** **Spanish Fort, Alabama 36527**
City Business License No.:	**336850**
City of Mobile Vendor No.:	**273592**
State of Alabama Business Entity No.:	**000-854-806**
For the following Project:	**SERVICE CONTRACT – VARIOUS LOCATIONS – ELEVATOR AND ESCALATOR INSPECTION, SERVICE, & PREVENTIVE MAINTENANCE**
	VARIOUS CITY OF MOBILE LOCATIONS
	PROJECT NUMBER: SC-022-26

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 KONE Inc., hereinafter referred to as "Contractor" or "Service Contactor".

This Agreement, including its Exhibits A, B, C, D, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City developed the detailed Scope of Work for SC-022-26; and,

WHEREAS, the City evaluated and found the Contractor qualified to perform the necessary services, and Contractor's services are currently available to the City through the Omnia Partners cooperative program, Contract 2019001564 and EV2516, for the full continuation of the contract, in accordance with Ala. Code 41-16-51(a)(15); 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 – ELEVATOR AND ESCALATOR, INSPECTION, SERVICE, & PREVENTIVE 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, Pricing Sheet, 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 $750,924.00 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 Director of Real Estate Asset Management, Carleen Stout-Clark or designated representative.

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, Pricing Sheet, 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 Pricing Sheet as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in Exhibit C, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the

Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

8.5 The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

8.6 The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

8.7 The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date.

10.0 FORCE MAJEURE

10.1 The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

11.0 OBLIGATIONS OF THE CITY

11.1 City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

11.2 City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

11.3 The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

11.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

12.0 TERMINATION

12.1 The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

12.2 Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

12.3 In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 12.1 above.

12.4 The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

12.5 In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

12.6 The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

12.7 After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

13.0 DISPUTE RESOLUTION

13.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile, Alabama, with the parties sharing equally in the cost of such mediation.

13.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

13.3 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

13.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

13.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

13.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

14.0 CONTRACTOR WARRANTY

14.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

14.2 If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

14.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

14.4 All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

15.0 SUSPENSION/STOP WORK ORDER

15.1 The REAM Director or Deputy Director, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Director or Deputy Director shall take one of the following actions:

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 12.1.

15.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 12.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

16.0 NOTICES

16.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, Director of Real Estate Asset Management Carleen Stout-Clark or the Director's designated representative, Deputy Director of Real Estate Asset Management, Chad Holm.

16.2 Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile Building Services
c/o: Chad Holm
City's Authorized Agent
205 Government St.
P.O. Box 1827
Mobile AL 36633-1827

CONTRACTOR:
KONE Inc.
c/o Kerry Dupree
Contractor's Authorized Agent
30604 SGT. E. I. "Boots" Thomas Dr.
Spanish Fort, Alabama 36527
(251)661-7516

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

_____
Signature

KONE Inc.

John L. Muncie General Manager
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared John L. Muncie as G.M. of KONE Inc 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 10th day of July, 2026.

Vicki Bushey
NOTARY PUBLIC
STATE OF ALABAMA AT-LARGE
My Commission Expires: 12-16-2028

STATE OF NOTARY PUBLIC ALABAMA
VICKI BUSHEY
My Commission Expires
December 16, 2028

END OF SECTION

SERVICE CONTRACT – VARIOUS LOCATIONS – ELEVATOR AND ESCALATOR INSPECTION, SERVICE, & PREVENTIVE MAINTENANCE
SC-022-26

June 15, 2026

1. GENERAL REQUIREMENTS

A. 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 service and preventive maintenance repairs of all City of Mobile elevators, escalators, and lifts as listed in Attachment A – Locations, and as required for the continuous and efficient operation in accordance within the terms of this Contract.

B. Coordination: Coordinate all work with the City of Mobile, Building Services Department, Service Contract Administrator or other authorized representatives. All work shall be scheduled to minimize the disturbance and interruption of elevator services to the individual department and public.

C. Quality Assurance: For all work performed under this Section, use only skilled, certified technicians who are thoroughly trained and experienced in maintaining the type of equipment listed. Technicians shall be properly supervised.

Use products manufactured by companies regularly engaged in the business of manufacturing elevator equipment for the type of elevators and escalators, as specified.

Service Contractor shall have a branch office located within the Mobile, Alabama metropolitan (Mobile or Baldwin Counties) staffed by a technician or technicians as specified within this Section, with the ability to respond to an emergency call.

Service Contractor shall have at least 3 years' experience in maintaining the type of equipment listed.

D. Submittals:

Inspections/Service Reports:
At the completion of each service call, the Service Contract technician shall complete an inspection/service report indicating all items inspected, items repaired, items requiring a follow up inspection or repair, and any item requiring service that is not covered under the terms of this Contract. All invoices for payment shall include a copy of all Inspection/Service Reports covered under that invoice before payment is processed.

The Service Contractor shall immediately notify the Service Contract Administrator if any deficiency is observed, whether covered under this Contract or not, that could endanger life or result in a malfunction of the equipment.

2. SCOPE OF SERVICE:

Service Contractor agrees to accept all elevators and escalators in "as is" condition.

A. Scheduled Maintenance: Service Contractor shall perform monthly maintenance visits to examine, maintain, adjust, lubricate elevator, escalator, and handicap lift components. Scheduled maintenance shall include:

1) Adjustments: All components such as brakes, cables, drive equipment, escalator chains, gears and all safety devices, and doors shall be adjusted within manufacture's recommended specification limits. All fluids should be maintained at the proper levels, according to

manufacturer's recommendations.

2) Cleaning: Complete and continued cleaning of all parts of elevator and escalator equipment and all areas in which the equipment is operating such as elevator machine room, hoist way pits, cars, separator beams, guide rails, drip pans, escalator handrail, drive components, steps, chains, and gear cases.
3) Lubrication: All moving parts shall be lubricated with the appropriate quantities of manufacturer's recommended lubricant, and per the manufacturer's recommended frequencies.
4) Additional Maintenance: Any additional maintenance not specifically mentioned in this Scope of Work, but required for proper functioning of elevators and escalators, should be provided.

B. Repair or Replacement of Components: When components are worn beyond a safe level of dependable service, the Service Contractor shall repair or replace the defective components in accordance with the following:

Components Covered Under this Contract: Service Contractor shall repair or replace defective components as listed below at no charge to the Owner.

1) Hydraulic Elevators

a) Maintenance Control Program (MCP): Service Contract shall comply with all MCP guidelines by providing and maintaining a physical copy on site for each unit at no cost to the City.
b) Relay Logic Control Systems: All control systems components.
c) Microprocessor Control Systems: All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
d) Power Units: Pump, motor, valves, and all related parts and accessories.
e) Hydraulic System Accessories: Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer for controlling fluid temperature.
f) Car Equipment: All elevator control system components on the car.
g) Wiring: All elevator control wiring and all power wiring from the elevator equipment input terminal to the motor.
h) Hoistway and Pit Equipment: All elevator control equipment and buffers.
i) Rails and Guides: Guide rails, guide shoe gibs, and rollers.
j) Door Equipment: Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
k) Manual Freight Door Equipment: Switches, retiring cam, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counterbalancing equipment.
l) Power Freight Door Equipment: Controller, relays, contractors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
m) Signals and Accessories: Car operating panels, hall push buttons stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment, all other signals, and accessories facilities furnished and installed as an integral part of the elevator equipment, and re-lamping of signal fixtures.

2) Traction Elevators

a) Maintenance Control Program (MCP): Service Contract shall comply with all MCP guidelines and provide a physical copy on site for each unit maintained.
b) Relay Logic Control Systems: All control systems components.

c) Microprocessor Control Systems: All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
d) Geared/Gearless Machines: All geared and gearless machine components.
e) Ropes: Hoist ropes, governor ropes, and compensation ropes.
f) Car Equipment: All elevator control system components on the car.
g) Wiring: All elevator control wiring and all power wiring from the elevator equipment input terminal to the motor.
h) Hoistway and Pit Equipment: All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and can and counterweight safeties.
i) Rails and Guides: Guide rails, guide shoe gibs, and rollers.
j) Door Equipment: Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
k) Manual Freight Door Equipment: Switches, retiring cam, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counterbalancing equipment.
l) Manual Freight Door Equipment: Switches, retiring cam, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counterbalancing equipment.
m) Signals and Accessories: Car operating panels, hall push buttons stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment, all other signals, and accessories facilities furnished and installed as an integral part of the elevator equipment, and re-lamping of signal fixtures.

3) **Escalators:** Check the general operation of the escalator, adjust and lubricate the components listed below:
a) Maintenance Control Program (MCP): Service Contract shall comply with all MCP guidelines and provide a physical copy on site for each unit maintained.
b) All control system components.
c) All drive machine components, the gear case should be drained and flushed as needed to remove sediment and grit and refilled with new oil.
d) All control wiring and all power wiring from the equipment input terminals to the motor.
e) Handrail and all handrail drive components.
f) Missing step detector, handrail speed detector, handrail inlet switches, step up thrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out of level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.
g) All step chains, guidance and alignment components and demarcation lights. Balustrades and decks should be examined and aligned, adjusted and fastened as needed.

4) Handicapped Lift/Other
a) Maintenance Control Program (MCP): Service Contract shall comply with all MCP guidelines and provide a physical copy on site for each unit maintained.
b) Oil and lubricated every six months to ensure smooth and quiet operation.

Components NOT covered as listed above: If the Service Contractor determines that there are parts or equipment needing repair or replacement that are NOT covered under the terms of this Contract, the Service Contractor shall provide the Service Contract Administrator with a list of parts, equipment and/or services required. Service Contract Administrator shall make provisions to obtain the necessary parts/equipment and authorize service in accordance with City of Mobile Purchasing and State of

Alabama Bid Law requirements.

All defective components covered under the terms of this Contract shall be repaired or replaced as required, with minimal delay and inconvenience to the individual department or general public.

All defective components to be replaced by Service Contractor shall be inspected by the Service Contact Administrator prior to being removed from the work site.

B. Testing: Service Contractor shall test monthly for proper operation of all safety features of elevators, including Fire Department service and other special controls.

Service Contractor shall test annually for the following:

1) Examine all safety devices and governors.
2) Test the car balance.
3) Perform a load test of the safety mechanisms, overhead speed governors and counterweight buffers.
4) Test emergency phone for monitor.

The testing of safeties on all traction elevators shall be in accordance with Rule 1001-4A of the American National Standard Safety Code (ANSI, A17-1-2971).

Basic Performances Requirements: Electrical elevators shall be adjusted to meet established performance standards and Service Contractor shall maintain these standards throughout the performance period of the Contract.

C. Additional Services: Additional services will include services which are supplemental to those listed above.

3. EXCLUSIONS FROM SCHEDULED MAINTENANCE SERVICES

A. Scheduled Maintenance Services shall not include the maintenance, repair, or replacement of the following:

1) Elevator car enclosures, host way enclosures, host way door panels, frames and sills, and lighting.
2) Hydraulic elevator buried cylinders and piping.
3) Damage caused by act of God or obvious abuse such as vandalism.
4) Obsolete parts/components which are no longer available. Service Contractor shall make every reasonable effort to repair or replace the obsolete part or component. Service Contractor shall notify the Service Contract Administrator, in writing, of an obsolete part or component, describing the reason for the obsolescence declaration and the recommended remedy. Without the obsolescence declaration by the Service Contractor, and approval of the Service Contract Administrator, the part or component will remain the full responsibility of the Service Contractor.

4. PERFORMANCE OF CONTRACTOR

A. General: All work shall be performed in a timely, neat, and orderly manner by skilled and certified/competent elevator/escalator workers. The City may refuse to accept work or workers who do not meet these standards. Service Contractor shall be responsible for any damage caused by its operations and shall repair or replace said damage, as directed by the City, within a reasonable time.

B. Down Time: If an elevator or escalator is inoperative for more than fifteen (15) minutes, the Service Contractor shall post at each entrance a neat and clearly legible sign indicating that the equipment is

inoperable with an "estimated time" that the elevator or escalator will be returned to service. All scheduled down time shall be presented to the City for approval a minimum of forty-eight (48) hours prior to shut down.

Unscheduled down time shall be minimized. Service Contractor shall make every effort to bring the elevators on-line as quickly as possible. The City estimates that the most severe elevator/escalator malfunction will be three (3) days of down time. Outages for routine failures shall be rectified on the same business day as reported by previously approved City personnel.

Immediately upon returning an elevator or escalator to service, the technician shall contact the Service Contract Administrator to inform them that the unit is back in service.

C. Call Backs:

Service Contractor shall provide prompt service in the event of improper functioning of equipment twenty-four (24) hours per day, seven (7) days per week. Call backs performed during regular service hours as described below in **Hours of Work,** shall be performed at **"NO CHARGE"** to the City.

In the event of an emergency call where actual or imminent physical or psychological damage to the user or the equipment, Service Contractor shall provide service within thirty (30) minutes of placement of the call by approved City personnel.

In the event of a non-emergency call, Service Contactor shall provide service within one and one half (1.5) hours of placement of the call by the approved City personnel. A list of approved site personnel will be provided for each location and be updated regularly. Upon approval by the Service Contract Administrator, additional time may be allowed.

Call backs for which the equipment is running upon arrival of the Service Contractor, and for which the Service Contractor is unable to determine a cause of failure shall be at **"NO CHARGE"** to the City.

In the event of a call back to the Mobile, Alabama Cruise Terminal located at 201 South Water Street, Mobile Alabama, 36602, Service Contractor shall be on-site no later that one (1) hour after notification by approved City personnel.

D. Hours of Work:

The City shall not prohibit the Service Contractor from performing work herein during a normal work day. For the purpose of this provision a "normal work day" is defined as Monday through Friday, 8:00am to 5:00pm. If access is necessary at other times due to City requirements, the Service Contractor shall arrange a time with the Service Contract Administrator that is acceptable with the facility where the equipment is located.

Overtime scheduled maintenance IS NOT included in this Agreement. If the Service Contractor "elects" to work overtime hours, no additional compensation will be paid by the City.

For purpose of scheduling service calls and establishing applicable overtime, the Service Contractor shall provide a list of the Service Contractor's declared holidays.

5. RECORDS

A. Maintenance Schedule:

Service Contractor shall submit for approval by the City, a proposed maintenance schedule within ten (10) days after award of the Contract. The maintenance schedule shall include all buildings covered under this Contract and shall specify dates of service to assure adequate planning an execution of the

Work in this Scope.
The Service Contract Administrator shall review the maintenance schedule with the appropriate City departments and revise as required. All regular maintenance work shall be in accordance with the approved schedule. Any change shall be approved in advance by the Service Contract Administrator.

The work scheduled shall be designed for each type of equipment to be serviced, such as hydraulic elevators, electric elevators/escalators, lifts, and shall conform to the manufacturer's recommended practice for the specific equipment concerned. The schedule shall show the type and frequence of the service and lubrication proposed by the Service Contractor for the duration of the Contract.

Service Contractor shall keep the work schedule on display in each equipment room and perform regular maintenance service. The posted schedule shall be of the chart type which shall be initialed by the Service Contractor when each scheduled inspection is performed.

B. Submittals

Inspection/Service Reports: At the completion of each service call, the Service Contract personnel shall complete an inspection/service report indicating all items inspected, items repaired or corrected, items requiring a follow up inspection or repair, and any item requiring service that is NOT covered under the terms of this Contract. ALL such reports shall be approved and signed by the Service Contract Administrator. All inspection/service reports shall be included with, or prior to, any invoice payment.

The Service Contractor shall immediately notify the Service Contract Administrator if any deficiency is observed, whether covered under this Contract or not, that could endanger life or result in a malfunction of equipment.

C. Wiring and Construction Drawings

All changes in wiring or circuitry made by the Service Contractor shall be properly recorded on a "Wiring and Construction Drawing" supplied by the City and shall include date of change and the name of person making changes. Any update shall be included in the MCP as required.

6. STOCK OF MATERIALS

Service Contractor shall have a fully stocked service vehicle with necessary tools, equipment, and commonly required parts for optimal execution of the service contract. This includes an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and call buttons, fuses, lubricants, wiping towels, and other parts which are required for prompt replacement. Service Contractor shall make every effort to have a fully stocked local off-site facility with necessary parts and tools for prompt needed service.

The City reserves the right to inspect Service Contractor's inventory if the City deems such inspection is necessary.

7. MONITORING: Service Contractor shall provide 24 hours per day, seven days a week monitoring of all elevator emergency telephones. Upon receiving an emergency call, Service Contractor shall immediately dispatch service technician and contact Service Contract Administrator or other designated City personnel.

8. CLEANING: At the completion of maintenance work, the Service Contractor shall remove all parts, equipment, tools, debris, and leave work area clean.

9. ADDITIONAL INSPECTION FEES: Contractor agrees that in the event that its failure to complete required repairs results in charges to the City for additional inspections by the State of Alabama Elevator Inspector, Service Contractor shall be obligated to pay such charges and the City shall have the right to deduct

such charges from amounts otherwise owed to Service Contractor.

10. ESCALATOR STATE INSPECTION AND ANNUAL LUBRICATION REVIEW:

Contract shall perform an annual escalator lubrication and safety device review on all City escalators. This review is designed to perform an overall examination, lubrication, and check of the current operation of major components and emergency systems on the equipment . Minor adjustments will also be made, as necessary, if it can be performed during this review. This review shall coincide with the State of Alabama Department of Workforce requirements for an annual inspection. All labor, materials, tools, coordination with representatives for inspection, and supervision shall be included for the six (6) units located at the Mobile Convention Center, two (2) located at the Alabama Cruise Terminal, and the three (3) escalators scheduled to be installed at the Mobile Arena. The Mobile Arena is scheduled to open to the public early 2027.

This review will include:

1. Remove fifteen (15) escalator steps. Clean steps and check for warping, cracks, loose or damaged rollers, loose or damaged step demarcation strips and loose hardware.
2. If the escalator has novatex boards and steel fabricated steps, perform a step inspection for Type A or B cracks on the removed steps. Check novatex boards and adjust as necessary.
3. Lubricated flanges on all steps if applicable.
4. Check brake torque, operation, gap clearance, friction surface wear, brake armature and fastenings.
5. Check comb impact device and gap between combplate impact device and trip arm adjustment screw.
6. Check operation of the motor and gearbox.
7. Check gearbox for oil leaks.
8. Clean air breather as required.
9. Check and torque drive unit mounting bolts to manufacturer's specifications.
10. Check motor couplings and grommets.
11. Check motor cover plate.
12. Check reversing device operation.
13. Check governor over-speed switch if equipped.
14. Check broken drive chain switch if equipped.
15. Check disconnected motor switch if equipped.
16. Lubricate step chain sprocket bearings.
17. Check gear box oil and fill or change if necessary.
18. Check ring gear oil and fill if necessary.
19. Lubricate upper station main bearings.
20. Lubricate motor.
21. Check step sag switch if equipped.
22. Check step lift switch if equipped.
23. Check step upthrust switch if equipped.
24. Check out of level step detectors.
25. Check missing step detectors.
26. Check step chain rollers for damage or wear.
27. Check clearance between lip track and step chain rollers.
28. Check tracks and cross members for worn, damage, or misaligned tracks.
29. Check bridges for wear and lower reversing station for movement. Grease sliding parts if necessary.
30. Check step guidance buttons for wear if equipped.
31. Check step chain tension.
32. Check lower station for movement and chain length.
33. Check handrail for damaged and clean inner and outer surfaces.
34. Clean handrail guides, including newel ends and check for wear.
35. Check alignment of handrail guide joints.
36. Check handrail tension.

37. Check and clean newel end rollers.
38. Check drive chain belt if necessary.
39. Check handrail drive wheel friction surfaces for cracks or wear and clean friction surfaces.
40. Lubricate handrail drive sheave bearings if applicable.
41. Clean upper and lower pits.
42. Minor adjustments will be performed, as necessary, if they can be completed during the review.

END OF SECTION

ATTACHMENT A – LOCATIONS

	Facility Name	Facility Address	Install Date	Equipment Type	Location	Manufacture	Model	ALE ID
1	200 Government Street	200 Government Street	1/1/2010	Elevator	Lobby	ECD Hydro		ALE036427
2	Alabama Cruise Terminal	201 S. Water Street	1/1/2004	Elevator	Handicap 2	Inclinator		ALE021170
3			1/1/2004	Elevator	Handicap1	Inclinator		ALE021171
4			1/1/2004	Elevator	Tower 1	Kone		ALE021172
5			1/1/2004	Elevator	Tower 2	Kone		ALE021173
6			1/1/2004	Elevator	Tower 3	Kone		ALE021174
7			1/1/2004	Escalator	Embark Down	Kone		ALE021175
8			1/1/2004	Escalator	Embark Up	Kone		ALE021176
9			1/1/2004	Wheelchair Lift	W/Lift	Spectra Lift		ALE021177
10	Ben May Library	701 Government Street	3/15/2007	Elevator	Center	Mowrey Hydro		ALE033054
11	Gulf Coast Exploreum/IMAX	65 Government Street	1/1/2005	Wheelchair Lift	Left VPL	National VPL		ALE012315
12			1/1/1997	Elevator	2 IMAX	Mowrey Hydro		ALE021215
13			1/1/1997	Elevator	1 Office	Mowrey Hydro		ALE021216
14			1/1/1997	Elevator	Service	Mowrey Hydro		ALE21217
15			1/1/2005	Wheelchair Lift	Right VPL	National VPL		ALE021218
16	GulfQuest Maritime Museum	155 South Water Street	1/9/2014	Elevator	2	Otis Traction	AAA21310AD	ALE057437
17			1/9/2014	Elevator	1	Otis Traction	AAA21310AD	ALE057438
18			1/9/2014	Wheelchair Lift	IPL	Garaventa IPL		ALE054081
*			1/1/2012	Material Lift	North	Custom Industrial	si-50-48x48-2-c-43	No Inspection Required
*			1/1/2012	Material Lift	South	Custom Industrial	fpe-100-94x119-2-c43-k	No Inspection Required
19	Harmon Park	1611 Belfast Street	9/10/1997	Wheelchair Lift		Concord		ALE100193
20	History Museum of Mobile	111 South Royal Street	9/21/2001	Elevator	2	EC Hydro		ALE018755
21			1/1/1999	Freight	3	Montgomery Hydro	456-230	ALE018756
22			9/21/2001	Elevator	1	EC Hydro		ALE020016
23	Information Technology (MIT)	651 Church Street	1/1/1992	Elevator	Lobby	ECD Hydro		ALE036178
24	Joe Jefferson Playhouse	11 South Carlen Street	10/12/2006	Wheelchair Lift		Concord		ALE032899
25	Library Administration	700 Government Street	6/26/1989	Elevator	Center	Dover Hydro	DMC-I/A	ALE020011
26	Mobile Convention Center	1 South Water Street	1/1/1993	Elevator	Admin 1	Montgomery Hydro		ALE09291
27			1/1/1993	Freight	7	Montgomery Hydro		ALE09292
28			1/1/1993	Freight	8	Montgomery Hydro		ALE09293
29			1/1/1993	Elevator	Passenger 2	Montgomery Hydro		ALE09294
30			1/1/1993	Elevator	Passenger 3	Montgomery Hydro		ALE09295
31			1/1/1993	Elevator	VIP 6	Montgomery Hydro		ALE09296
32			1/1/1993	Escalator	Q6 ESC	Montgomery		ALE09297
33			1/1/1993	Escalator	Q7 ESC	Montgomery		ALE09298
34			1/1/1993	Elevator	Passenger 5	Montgomery Hydro		ALE09299
35			1/1/1993	Elevator	Passenger 4	Montgomery Hydro		ALE09300
36			1/1/1993	Escalator	Q8 UP	Montgomery		ALE09301
37			1/1/1993	Escalator	Q8 LOWER	Montgomery		ALE09302

38			1/1/1993	Escalator	Q8 BACK	Montgomery		ALE09303
39			1/1/1993	Escalator	Q8 BACK	Montgomery		ALE09304
40	Mobile Museum of Art	4850 Museum Drive	1/1/2001	Elevator	Vestibule	Kone Hydro		ALE020005
41			1/1/2001	Elevator	Admin	Kone Hydro		ALE020004
42			1/1/2001	Freight		Kone Hydro		ALE020006
43	MPD Headquarters	2460 Government Street	1/1/1994	Elevator	1	Montgomery Hydro		ALE020010
44	MPD Special Operations	850 St. Anthony Street	10/1/1974	Elevator	Center	Montgomery Hydro		ALE032910
45	Municipal Archives	457 Church Street	1/1/1992	Elevator	Lobby	Dover Hydro		ALE020015
46	Tardy Cottage	104 S. Lawrence Street	1/1/1995	Elevator		Inclinator		ALE054255
47	West Regional Library	5555 Grelot Road	4/1/2001	Elevator	1	Montgomery Hydro		ALE020007
48			4/1/2001	Elevator	2	Montgomery Hydro		ALE020008
49			4/1/2001	Elevator	Freight	Montgomery Hydro	MC6008-25	ALE020009
50	Arena Parking Garage	200 Claiborne Street	6/4/2025	Elevator	Passenger E1	TK Elevator Corp	EOX	ALE111088
51			6/4/2025	Elevator	Passenger E2	TK Elevator Corp	EOX	ALE111089
52			6/4/2025	Elevator	Passenger E3	TK Elevator Corp	EOX	ALE112607
53			6/4/2025	Elevator	Passenger E4	TK Elevator Corp	EOX	ALE112608
54			6/4/2025	Elevator	Passenger E5	TK Elevator Corp	EOX	ALE112609
55			6/4/2025	Elevator	Passenger E6	TK Elevator Corp	EOX	ALE112610
56	Springhill Rec Center	1151 Springhill	6/25/2025	Wheelchair Lift	Stage	Viking	VAP-6265	
57	Mobile Arena	401 Civic Center Drive	TBD	Elevator	Passenger 1			
58			TBD	Elevator	Passenger 2			
59			TBD	Elevator	Passenger 3			
60			TBD	Elevator	Passenger 4			
61			TBD	Elevator	Service 5			
62			TBD	Elevator	Freight			
63			TBD	Escalator				
64			TBD	Escalator				
65			TBD	Escalator				
66			TBD	Wheelchair Lift				

Note: Service Contractor to verify building location, equipment type, and manufacturer.

END OF SECTION

SERVICE CONTRACT – VARIOUS LOCATIONS – ELEVATOR AND ESCALATOR INSPECTION, SERVICE, & PREVENTIVE MAINTENANCE

SC-022-26

KONE INC, 3 – YEAR CONTRACT FACILITY COST BREAKDOWN

FACILITY	YEAR 1	YEAR 2	YEAR 3	TOTAL
CONVENTION CENTER	$64,944.00	$68,208.00	$71,604.00	$204,756.00
CRUISE TERMINAL	$36,280.00	$38,100.00	$39,992.00	$114,372.00
NATIONAL MARITIME MUSEUM	$7,032.00	$7,380.00	$7,740.00	$22,152.00
MOBILE ARENA	n/a	$83,040.00	$87,180.00	$170,220.00
OTHER LOCATIONS	$75,876.00	$79,740.00	$83,808.00	$239,424.00
TOTAL	**$184,132.00**	**276,468.00**	**$290,324.00**	**$750,924.00**

CHARGE ACCOUNTS:

CONVENTION CENTER: 60806080-42200

CRUISE TERMINAL: 60206020-42150

OTHER LOCATIONS: 10043035-42150

MOBILE ARENA: TBD

NATIONA MARITIME MUSEUM: 10044020-42140

Please refer within this Contract Packet to the attached Pricing Sheet for more information

EXHIBIT B – PRICING SHEET

The following Pricing Sheet shall be used, and any alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Pricing Sheet must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE, 205 GOVERNMENT ST., P.O. BOX 1827, MOBILE, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – VARIOUS LOCTIONS – ELEVATOR AND ESCALATOR INSPECTION, SERVICE, & PREVENTIVE MAINTENANCE

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-022-26

Be sure to carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile Building Services Department, dated June 15, 2026, and all subsequent Addenda thereto, as verified prior to submission of this Proposal and which are hereby acknowledged,

COMPANY NAME: KONE Inc.

ADDRESS: 30604 "SGT" E. I. Thomas Boots Dr. Spanish Fort, Al 36527

PHONE: 251-661-7522 **EMAIL:** kerry.dupree@kone.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 336850

CITY OF MOBILE VENDOR NUMBER: 273592

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: N/A

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☑ **(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 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.

1. SCHEDULED MAINTENANCE AND ANNUAL INSPECTIONS– As specified in Scope of Work

*Pricing shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

SCHEDULED ROUTINE SERVICE AND MAINTENANCE							
LOCATIONS		YEAR 1 MONTHLY	YEAR 1 TOTAL	YEAR 2 MONTHLY	YEAR 2 TOTAL	YEAR 3 MONTHLY	YEAR 3 TOTAL
1.	200 Government St.	$ 125.00	$ 1500.00	$ 131.00	$ 1572.00	$ 138.00	$ 1656.00
	200 Government St.						
2.	Ben May Library	$ 125.00	$ 1500.00	$ 131.00	$ 1572.00	$ 138.00	$ 1656.00
	701 Government St.						
3.	Gulf Coast Exploreum	$ 512.00	$ 6144.00	$ 538.00	$ 6456.00	$ 565.00	$ 6780.00
	65 Government St.						
4.	National Maritime Museum	$ 586.00	$ 7032.00	$ 615.00	$ 7380.00	$ 645.00	$ 7740.00
	155 S. Water St.						
5.	Harmon Rec Center	$ 70.00	$ 840.00	$ 75.00	$ 900.00	$ 80.00	$ 960.00
	1611 Belfast St.						
6.	History Museum of Mobile	$ 352.00	$ 4224.00	$ 370.00	$ 4440.00	$ 388.00	$ 4656.00
	111 S. Royal St.						
7.	Joe Jefferson Playhouse	$ 70.00	$ 840.00	$ 75.00	$ 900.00	$ 80.00	$ 960.00
	65 Carlen St.						
8.	Library Admin Building	$ 125.00	$ 1500.00	$ 131.00	$ 1572.00	$ 138.00	$ 1656.00
	700 Government St.						
9.	Mobile Convention Center	$ 4442.00	$ 53304.00	$ 4664.00	$ 55968.00	$ 4897.00	$ 58764.00
	1 S. Water St.						
10.	Municipal Archives	$ 125.00	$ 1500.00	$ 131.00	$ 1572.00	$ 138.00	$ 1656.00
	457 Church St.						
11.	Mobile Museum of Art	$ 352.00	$ 4224.00	$ 370.00	$ 4440.00	$ 388.00	$ 4656.00
	4850 Museum Dr.						
12.	MPD HQ	$ 125.00	$ 1500.00	$ 131.00	$ 1572.00	$ 138.00	$ 1656.00
	2460 Government St.						
13.	MPD Special Ops	$ 125.00	$ 1500.00	$ 131.00	$ 1572.00	$ 138.00	$ 1656.00
	850 St. Anthony St.						
14.	Mobile Technology Center	$ 125.00	$ 1500.00	$ 131.00	$ 1572.00	$ 138.00	$ 1656.00
	651 Church St.						
15.	Mobile Cruise Terminal	$ 2700.00	$ 32400.00	$ 2835.00	$ 34020.00	$ 2976.00	$ 35712.00
	201 S. Water St.						
16.	Tardy Cottage	$ 70.00	$ 840.00	$ 75.00	$ 900.00	$ 80.00	$ 960.00
	104 S. Lawrence St.						
17.	West Regional Library	$ 352.00	$ 4224.00	$ 370.00	$ 4440.00	$ 388.00	$ 4656.00
	5555 Grelot Rd.						
18.	Arena Parking Garage	$ 3600.00	$ 43200.00	$ 3780.00	$ 45360.00	$ 3969.00	$ 47628.00
	200 Claiborne St.						
19.	Mobile Arena	Est. Service to begin 2027		$ 6410.00	$ 76920.00	$ 6730.00	$ 80760.00
	401 Civic Center Dr.						
20.	Springhill Rec Center	$ 70.00	$ 840.00	$ 75.00	$ 900.00	$ 80.00	$ 960.00
	1151 Springhill Rd.						
TOTAL		$14051.00	$168612.00	$21169.00	$254028.00	$22232.00	$ 266784.00

ESCALATOR ANNUAL INSPECTIONS AND LUBRICATION REVIEW			
LOCATIONS	YEAR 1 (2026)	YEAR 2 (2027)	YEAR 3 (2028)
Convention Center (6 units)	$ 11,640.00	$ 12240.00	$ 12840.00
1 S. Water St.			
Cruise Terminal (2 units)	$ 3880.00	$ 4080.00	$ 4280.00
201 S. Water St.			
Mobile Arena (3 units)	Est. Service to begin 2027	$ 6120.00	$ 6420.00
401 Civic Center Dr.			
TOTAL	$15520.00	$ 22440.00	$ 23540.00

2. CONTRACT SUM:

The City shall pay the Service Contractor for the term of the Contract, for time and material, as described within the Scope of Work, subject to additions and deductions provided therein, in current funds, the sum as follows:

TOTAL – ROUTINE YEAR 1

One Hundred Sixty-eight Thousand Six Hundred Twelve and 00/100 Dollars $ 168,612.00
(Amount in Words) (Amount in Numbers)

TOTAL – ROUTINE YEAR 2

Two Hundred Fifty-four Thousand Twenty-Eight and 00/100 Dollars $ 254,028.00
(Amount in Numbers)

TOTAL – ROUTINE YEAR 3

Two Hundred Sixty-six Thousand Seven Hundred Eighty-four and 00/100 Dollars $ 266,784.00
(Amount in Words) (Amount in Numbers)

TOTAL – ESCALATOR INSPECTION YEAR 1

Fifteen Thousand Five Hundred Twenty and 00/100 Dollars $15,520.00
(Amount in Words) (Amount in Numbers)

TOTAL – ESCALATOR INSPECTION YEAR 2

Twenty-two Thousand Four Hundred Forty and 00/100 Dollars $ 22,440.00
(Amount in Words) (Amount in Numbers)

TOTAL – ESCALATOR INSPECTION YEAR 3

Twenty-three Thousand Five Hundred Forty and 00/100 Dollars $ 23,540.00
(Amount in Words) (Amount in Numbers)

TOTAL BID AMOUNT (ROUTINE YEAR 1, YEAR 2, YEAR 3, AND ESCLATOR STATE INSPECTION YEAR 1, YEAR 2, YEAR 3 TOTAL):

Seven Hundred Fifty Thousand Nine Hundred Twenty-Four and 00/100 Dollars $750,924.00

(Amount in Words) (Amount in Numbers)

In case of any discrepancy, the amount in words shall govern contract pricing.

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 be given written authorization from the City before commencing such Services. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid. :

A. Regular Time (7am to 5pm, Monday through Friday):
Year 1 - $310.00 per hour Year 2 - $325.00 per hour Year 3 - $340.00 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):
Year 1 - $510.00 per hour Year 2 - $525.00 per hour Year 3 - $540.00 per hour

C. Overtime Holidays (Bidder's Holidays):
Year 1 - $620.00 per hour Year 2 - $650.00 per hour Year 3 - $680.00 per hour

Cruise Terminal: Director may request a technician be present for any issues that may arise during embarkation and debarkation. Scheduling will be provided in advance and hourly rates shall be:

A. Regular Time (7am to 5pm, Monday through Friday):
Year 1 - $465.00 per hour Year 2 - $487.00 per hour Year 3 - $510.00 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):
Year 1 - $510.00 per hour Year 2 - $525.00 per hour Year 3 - $540.00 per hour

C. Overtime Holidays (Bidder's Holidays):
Year 1 - $620.00 per hour Year 2 - $650.00 per hour Year 3 - $680.00 per hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus Fifteen percent (15%).
* Direct cost shall be based on the invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

Service/Truck Charge/ Travel Time: No additional Service Charges shall be invoiced, and billable travel time is not to exceed 30 mins.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

4. **CONTRACT INCLUDES:**
   Addendum Number _____, Dated _____
   Addendum Number _____, Dated _____
   Addendum Number _____, Dated _____

5. **NON-DISCRIMINATION:** The undersigned contractor 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.

6. **SIGNATURE:** If the undersigned contractor is incorporated, the entire legal title of the company followed by "a corporation" should be used. If contractor 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 contractor 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 Pricing Sheet. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation.

COMPANY NAME:
KONE Inc.
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: John L. Muncie
(Typed)

TITLE General Manager
(Typed)

DATE July 10, 20 26

Sworn to and subscribed before me this 10th **day of** July, 20 26

Vicki Bushey
Notary Public

STATE OF ALABAMA NOTARY PUBLIC
VICKI BUSHEY
My Commission Expires
December 16, 2028

END OF SECTION

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)

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	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		Y	Y				MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	Y	Y				BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	Y	Y				AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y				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)

PROJECT NAME: SERVICE CONTRACT-VARIOUS LOCATIONS-ELEVATOR AND ESCALATOR INSPECTION, SERVICE, & PREVENTIVE MANITENANCE
PROJECT NUMBER: SC-022-26

City of Mobile is an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-Contributory with any other insurance in force or which many be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respects to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, Alabama 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

SAMPLE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	NAMED INSURED
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

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:

right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers' compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by Certificate Holder

SAMPLE

ACORD 101 (2008/01)

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END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago, IL 60601	**CONTACT NAME:** Aon Client Services		
	PHONE (A/C, No, Ext): 866-283-7122	**FAX (A/C, No):** 800-363-0105	
	E-MAIL ADDRESS: Acs.chicago@aon.com		
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : Old Republic Insurance Company		24147
INSURED KONE Inc. Attn: insurancerequests@kone.com One KONE Court Moline IL 61265	**INSURER B :** Pohjola Insurance Ltd.		N/A
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 88350316 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	MWZY 57732	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 10,000,000 $ $ 10,000,000 $ 10,000,000 $ 10,000,000
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓	✓	MWTB 20018	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	☐ **UMBRELLA LIAB** ☑ OCCUR ✓ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	✓	✓	16-683-331-6	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A A	**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	✓	MWC 115397-18 (AOS) MWXS 822-18 (OH)	1/1/2026 1/1/2026	1/1/2027 1/1/2027	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project/Location: City of Mobile, AL Project Name: Elevator and Escalator Inspection, Service & Preventive Maintenance
As respects Excess Liability, if evidenced above, Aon Risk Solutions U.S. is generating & distributing this COI in an administrative capacity.
City of Mobile is an addtional insured on a primary and non contributory basis for general liability and auto liability.
Waiver of subrogation is granted to the City of Mobile.

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

Aon Risk Services Central, Inc.

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AGENCY CUSTOMER ID: 000-U.S.

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.	**NAMED INSURED** KONE Inc. Attn: insurancerequests@kone.com One KONE Court Moline IL 61265
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: City Of Mobile

ADDRESS: PO Box 1827 Mobile AL 36633-1827

Contractual liability is included in KONE’s general liability policy.

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ADDENDUM

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

All Persons or Organizations as Required by Written Contract.

With respect to **COVERED AUTOS LIABILITY COVERAGE**, **Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an “insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;

2. an "employee" of yours; or

3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Not withstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 10 13

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All Persons or Organizations where Required by Written Contract.

A. **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph **1. Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional “insured”, but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).

B. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the “insured” person(s) or organization(s) shown in the above Schedule provided that:

1. Such “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 such "insured".

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COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: KONE Holdings, Inc.

Endorsement Effective Date: 01/01/2026

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
All Persons or Organizations as Required by Contract or Agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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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
As Required by Written Contract unless specifically endorsed on another endorsement attached to this Policy.	The locations as specified in the written contracts or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. Your acts or omissions; or

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
All Persons or Organizations as required by Written Contract or Agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER: MWC 115397-18 (AOS)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 anyone not named in the Schedule.

SCHEDULE

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY CONTRACT OR AGREEMENT.

THIS FORM DOES NOT APPLY IN THE FOLLOWING STATES: CA, KY, NJ, TX, UT

KONE INC.
MWC 115397-18 (AOS)
01/01/2026 — 01/01/2027

DATE OF ISSUE: 01/01/2026

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INSURED COPY

Pohjola Insurance

Extensions to KONE OYJ'S Global Liability Insurance conditions

EXTENSION 1: ADDITIONAL INSUREDS
Worldwide general third-party liability and products liability insurance conditions for KONE OYJ are amended by the following:
Principals/Buyers/(Sub)contractors/Landlords/Lessors/Third Parties are covered as Additional Insureds as required by law or written contract.

Additional Insureds are covered under this policy but only with respect to liabilities arising out of their operations performed by or for the named insured, but excluding any negligent acts committed by such Additional Insured. The inclusion of any Additional Insured(s) shall not entitle them to any rights or benefits under the Policy except as otherwise described above.

All other terms and conditions of this policy shall remain unchanged.

However, cover described above shall not apply to Pure Financial Loss, Professional Indemnity, Property in Care, Custody and Control, Excess Auto Liability, and excess Employer's Liability.

Pohjola Insurance

2) The insured 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.
In all other cases the decision to use this Policy as primary shall be reserved to the Policyholder. If the Policyholder shall decide to use this policy as a secondary cover, DIC/DIL coverage shall still apply.

Pohjola Insurance

14 Right of recourse

The insurer will agree to waive their rights of subrogation provided that the insured has waived or is required to waive such rights under a contractual agreement.

E-Verify

Company ID Number: 40 635
Client Company ID Number: 327983

Approved by:

Employer Kone, Inc.

Michael DeCicco Name (Please Type or Print)	Dir, HR Sys + Ops Dev Title
Michael DeCicco Signature	5-17-10 Date

Designated Agent Lex ocalx Group, Inc.

Ronnie Ho Name (Please Type or Print)	 Title
Electronically Signed Signature	05/17/2010 Date

Department of Homeland Security – Verification Division

Rebecca K Green Name (Please Type or Print)	Deputy Branch Chief/E-Verify Title
Rebecca K Green Signature	5-17-10 Date

E-Verify

Company ID Number: 40635
Client Company ID Number: 327983

Information Required
For the E-Verify Designated Agent Program

Information relating to your Company:

Company Name: Kone, Inc.

Company Facility Address: 4225 Naperville Road, Suite 400

Lisle, IL 60532

County or Parish: DU PAGE

Employer Identification Number: 362357423

North American Industry Classification Systems Code: 238

Parent Company: Kone Holdings, Inc.

Number of Employees: 100 to 499

END OF SECTION

KONE Inc.	
Entity ID Number	000 - 854 - 806
Entity Type	Foreign Corporation
Principal Address	30 20TH ST MOLINE, IL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Delaware
Formation Date	
Qualify Date	06/18/1962
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	MFG. SELL ELEVATORS, ESCALATORS, ETC.
Capital Authorized	
Capital Paid In	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue.
If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these 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

Transactions

Transaction Date	04/05/1971
Registered Agent Changed From	STURGEON, W G 105 MADISON STREET MOBILE, AL
Transaction Date	10/18/1971
Registered Agent Changed From	SHARP, MARVIN 105 MADISON STREET MOBILE, AL
Transaction Date	08/29/1973
Miscellaneous Filing Entry	AMENDMENT FILED (3)
Transaction Date	04/04/1974

KONE Inc.	
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	02/11/1977
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/18/1980
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	02/02/1981
Registered Agent Changed From	GORDON, HERMAN 105 MADISON STREET MOBILE, AL
Transaction Date	06/11/1981
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	12/13/1982
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/11/1983
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	08/08/1983
Registered Agent Changed From	THE CORPORATION COMPANY 1 COURT SQUARE MONTGOMERY, AL
Transaction Date	06/22/1984
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/07/1986
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	03/20/1987
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/12/1993
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	01/23/1995
Legal Name Changed From	Montgomery Elevator Company
Transaction Date	01/27/2000
Legal Name Changed From	Montgomery KONE Inc.
Transaction Date	03/26/2007
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	04/28/2017
Registered Agent Changed From	CSC LAWYERS INCORPORATING SVC INC 150 SOUTH PERRY ST MONTGOMERY, AL 36104

KONE Inc.	
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/05/1971 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/08/1983 Registered Agent Change 1 pg.
Document Date / Type / Pages	01/23/1995 Legal Name Change 1 pg.
Document Date / Type / Pages	01/27/2000 Legal Name Change 1 pg.
Document Date / Type / Pages	03/26/2007 Registered Agent Change 1 pg.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.

New Search

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # 2]

To: David Stultz / REAM
Requester Department

From: City of Mobile Legal Department
Date: 07/17/2026
CityLaw ID: A26-1956
Project / Contract Title: Elevator and Escalator Inspection, Service, and Preventative Maintenance - Various Location
Vendor / Consultant: Kone Inc. - Draft contract prior to signature and supporting documents.

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): Documents relative to Omnia Partners Cooperative Program
- ☐ 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**
07/17/2026 — **Date**

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # 1]

To: David Stultz / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 06/12/2026
CityLaw ID: A26-1956
Project / Contract Title: Service Contract - Various Locations - Elevator and Escalator Inspection, Service, and Preventative Maintenance
Vendor / Consultant: Draft contract.

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): THIS IS A CONTRACT PACKET ONLY - MUST BE REVIEWED PRIOR TO COUNCIL AGENDA UPLOAD

- ☐ 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): THIS IS A EXEMPTION FROM COMPETITIVE BID LAW UNDER ALA. CODE § 41-16-51(a)(15). THIS IS ALSO THROUGH THE OMNIA PARTNERS COOPERATIVE PROGRAM. RECOMMENDATIONS: CONFIRM THAT (1) YOUR SELECTED VENDOR HAS A VALID AND UNEXPIRED CONTRACT WITH OMNIA; (2) OMNIA PROPERLY BID THE SERVICES; AND (3) THAT OMNI NOTIFIED NOTIFIED THE DEPT OF EXAMINERS OF PUBLIC ACCOUNTS.

- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

V. LEGAL DEPARTMENT SIGN-OFF

Bryan Horsley — **Reviewed By**
06/12/2026 — **Date**

City of Mobile
Office of Small Business Development

REQUEST FOR WAIVER/REDUCTION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other SC-022-026 Current Date 6/5/2026

Project Description: Service Contract-Various Locations- Elevator and Escalator Inspection, Service, & Preventative Maintenance

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s): Please attached any supporting documentation.

Service Contract contains a specialized skill set that is limited in scope and no sub-contracting work will be performed.

Chad Holm

Requested By (Department Director)

C.B. Holm

(Signature)	REAM Dep Director of Planning and Admin (Title)	6/5/2026 (Date)

251-208-7519	chad.holm@cityofmobile.gov
Telephone Number	**Email Address**

Reviewed By (Office of Small Business Development)

(Signature)	(Title)	(Date)

Approved **Denied**

Signature: Archnique Kidd

Email: archnique.kidd@cityofmobile.gov

SC-022-26 DBE form

Final Audit Report 2026-06-08

Created:	2026-06-08
By:	Katie Cassil (katie.cassil@cityofmobile.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANaO2BoGXrqAlqb3_ffkZbquvBdS13tzL

"SC-022-26 DBE form" History

Document created by Katie Cassil (katie.cassil@cityofmobile.gov)
2026-06-08 - 7:11:14 PM GMT- IP address: 76.8.254.3

Document emailed to Archnique Kidd (archnique.kidd@cityofmobile.gov) for signature
2026-06-08 - 7:11:18 PM GMT

Email viewed by Archnique Kidd (archnique.kidd@cityofmobile.gov)
2026-06-08 - 7:47:51 PM GMT- IP address: 76.8.254.3

Document e-signed by Archnique Kidd (archnique.kidd@cityofmobile.gov)
Signature Date: 2026-06-08 - 7:48:38 PM GMT - Time Source: server- IP address: 76.8.254.3 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-06-08 - 7:48:38 PM GMT

MOBILE ALABAMA | Powered by Adobe Acrobat Sign

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Joint Purchasing Agreement -Mobile 2026
2. Joint Purchasing Exhibit
3. Resolution.MobileCounty.Joint PUrhcasing Agreement

REVIEWERS:

Lana Pafenbach
Logan Gewin
Cherlina Monteiro
James Barber

JOINT PURCHASING AGREEMENT
BY AND BETWEEN MOBILE COUNTY, ALABAMA
AND CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Spiro N. Cheriogotis

WHEREAS, the City of Mobile, Alabama (the Municipality), acting by and through its governing body, has heretofore adopted an ordinance authorizing the Municipality to enter a joint purchasing agreement with Mobile County, Alabama, as authorized by §41-16-50(b), Code of Alabama (1975); and

WHEREAS, the Municipality is informed and believes that Mobile County, Alabama, acting by and through the Mobile County Commission, has adopted a companion resolution authorizing the County to enter a joint purchasing agreement with the Municipality;

NOW, THEREFORE, the premises considered, the County and Municipality agree as follows:

1. The County may advertise, for the benefit of the County and the Municipality (as well as other municipalities which have or may in the future authorize a joint purchasing agreement with the County) for bids for the items needed for the construction and maintenance of roadways, sidewalks, parks, and like public facilities, and roadway lighting, traffic signals, lighting, traffic detention components and systems, shown on Exhibit A.

2. All invitations to bid will clearly note that either the County or the Municipality (as well as other municipalities, which have or may in the future authorize a joint purchasing agreement with the County) may purchase off the bid. Neither the County nor any municipality shall be required, however, to make any purchase under a joint bid awarded by the County.

3. Each party shall comply with all terms of the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing invoices, and remitting payment. Each party shall appropriate and pay for its purchases in the same manner as for its other expenses, This agreement does not create any liability in the Municipality for goods purchased by the County, and no liability in the County for goods purchased by the Municipality.

4. This Agreement shall be effective as of October 1, 2026, and shall remain in effect for a period of one (1) year; provided, the Municipality's authority to purchase pursuant to this Agreement may be cancelled should the Municipality fail to pay an invoice or invoices for purchases made hereunder, within a reasonable time.

5. The Municipality may repeal its ordinance at any time and the County may repeal its companion resolution at any time; provided, such repeal shall not be effective as to any purchase order issued by either party, for which payment has not then been made.

6. The County shall in all cases be the bidding agent. The Municipality hereby designates the following named person as its purchasing agent:

Name: _____

Mailing Address: _____

_____

Email: _____

Phone: _____

The bidding agent and purchasing agent shall in all respects comply with the Alabama Competitive Bid Law.

IN WITNESS WHEREOF, this Joint Purchasing Agreement has been executed by the duly authorized official of each party, on the date or dates set opposite their signature, respectively.

MOBILE COUNTY COMMISSION

_____
Connie Hudson, President

ATTEST

_____
E. Edwin Kerr, County Administrator

CITY OF MOBILE

Date: _____

_____
Mayor Spiro N. Cheriogotis

ATTEST

_____
City Clerk

EXHIBIT TO
ORDINANCE AUTHORIZING JOINT PURCHASING AGREEMENT
WITH MOBILE COUNTY, ALABAMA

Herbicides
Traffic paint
Traffic signal cable
Crushed aggregate
Asphalt plant mix
Reinforced concrete arch pipe
Reinforced concrete circular pipe
P.E. Storm drain
Road base stabilization
Prepackaged concrete sacked rip rap
Coarse aggregate
Rip Rap
Wood fiber mulch
Wood fiber mulch/tackifier
Gabion stone
Erosion control materials
Portland cement concrete
Beaver dam removal/control
Tied concrete block erosion

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 Joint Purchasing Agreement between the Mobile County Commission and City of Mobile for the bids for items needed for construction and maintenance of roadways, sidewalks, parks, and like public facilities, attached hereto or one worded substantially similar thereto, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement, accept and receive funding. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve proposed Bid award to various vendors for medical equipment and supplies. Price good for eight months, renewable for three additional eight-month periods.

Amount of Contract:
N/A, as needed at Item-based unit pricing

Funding Source
General fund.

ATTACHMENTS:
1. 20260728 Medical Agenda Package Bids
2. MEDICAL EQUIPMENT BID 6061 RESOLUTION FOR CIVIC PLUS

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 4 August 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: Item-Award Bid for Approval for Medical Supplies

PURPOSE & SCOPE OF PROJECT:
To approve proposed Bid award to various vendors for medical equipment and supplies. Price good for eight months, renewable for three additional eight-month periods.
General Fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: Upon approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 6061

How many bidders received bid packages (if applicable): 10 +Internet

How many bidders submitted bids (if applicable): 9

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

VENDOR NUMBER			25406			46577			131653			295482			281106			139095			NOT A CURRENT VENDOR			NOT A CURRENT VENDOR			NOT A CURRENT VENDOR		
VENDOR NAME			BOUNDTREE			DIXIE EMS			HENRY SCHEIN			LIFE ASSIST			MEDICAL SUPPLIES DEPOT			MCKESSON			MEDICAL DEVICE DEPOT			NOBLE - MIN ORDER $100.00 - $9.99 SHIPPING FEE			PACIFIC STAR CORP.		
YELLOW HIGHLIGHTED LINE ITEM DENOTES WINNING BID																													
LINE	ITEM	DESCRIPTION	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES
1	2078	EYE WASH, 4 OZ., US 3020.	EACH	$ 2.49	MFG# 7-006 EYE WASH SOLUTION 4 OZ BOTTLE 48EA/CS	EACH	$ 2.72	TENDER 5020-0292 0600012	EACH		NO BID	EACH	$ 3.25	MD4 - HART HEALTH & SAFETY	EACH	$ 2.95	FIRST AID ONLY #7-006 48/CS	EACH	$ 2.30	**MCK #1188885, MCKESSON CORPORATION #MCK19818, EYE WASH, OPHTHALMIC SOL 4OZ (48/CS)**	EACH		NO BID	EACH	$ 4.99	K5516232 - LEADER EYE WASH IRRIGATING SOLUTION, 4OZ	EACH	$ 3.67	MCKESSON MCK 19818
2	2080	EYE DROPS, TETRASINE, 1/2 OZ., ARTIFICIAL TEARS.	EACH		NO BID	EACH	$ 5.18	COMPARE TO REFRESH TEARS - LEADER 70000-0705-01	EACH		NO BID	EACH	$ 3.50	**MD05427 - GERI CARE PHARM**	EACH	$ 88.00	SOMERSET # 70069059701	EACH	$ 96.79	MCK #1267633, SOMERSET #70069059701, TETRACAINE HCL, OPHTH 0.5%15ML	EACH		NO BID	EACH	$ 5.50	05% LUBRICANT EYE DROPS. .4OZ (COMPARE TO REFRESH TEARS)	EACH	$ 12.97	ADVANCED VISION RESEARCH 58790000115
3	6871	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, ADULT, ADC #760-11ABK, **NO SUBS.**	EACH	$ 20.81	MFG# 760-11ABK BP UNIT, PROSPHYG 760 SERIES. SIZE 11 ADULT, BLACK, ADCUFF NYLON, POCKET ANEROID, CASE, LF	EACH	$ 33.18	ADC #760-11ABK,	EACH	$ 20.45	**ADC #760-11ABK,**	EACH	$ 21.50	SG2000 - AMERICAN DIAGNOSTIC	EACH	$ 25.39	ADC #760-11ABK,	EACH	$ 35.28	MCK #421655, AMERICAN DIAGNOSTIC CORP #760-11ABK, SPHYGS, PROSPHYG LATEXFREE ADLT BLK AMDIAG	EACH	$ 27.58	ADC #760-11ABK,	EACH		NO BID	EACH	$ 33.18	ADC #760-11ABK,
4	6872	V-VAC STARTER KIT, ONE HAND APPLICATION, SUCTION UNIT, ADAPTER TIP INSTRUCTIONS, LAERDAL MEDICAL, NO SUBS. - **ITEM OK101** - MFG# 985300	EACH	$ 137.65	MFG# 985300 V-VAC MANUAL SUCTION UNIT	EACH	$ 136.90	LAERDAL 985300	EACH		NO BID	EACH	$ 136.00	**OK101 - LAERDAL MEDICAL**	EACH	$ 159.00	LAERDAL 985300	EACH	$ 1,407.14	MCK #487154, LAERDAL MEDICAL CORP #78002001, SUCTION UNIT, PORTABLELARDAL	EACH		NO BID	EACH		NO BID	EACH	$ 199.09	LAERDAL 985300
5	6878	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, PEDIATRIC, (CHILD) ADC #760-9CBK, NO SUBS.	EACH	$ 20.95	MFG# 760-9CBK BP UNIT, PROSPHYG 760 SERIES, SIZE 9 CHILD, BLACK, ADCUFF NYLON, POCKET ANEROID, CASE, LF	EACH	$ 42.18	ADC #760-9CBK	EACH	$ 20.45	**ADC #760-9CBK**	EACH	$ 21.75	SG2000C - AMERICAN DIAGNOSTIC	EACH	$ 25.39	ADC #760-9CBK	EACH	$ 44.77	MCK #778608, AMERICAN DIAGNOSTIC CORP #760-9CBK, SPHYG, PROSPHYG LF BLK CHLDAMDIAG	EACH	$ 27.58	ADC #760-9CBK	EACH		NO BID	EACH	$ 41.82	ADC #760-9CBK
6	6887	THOMAS TUBE HOLDER, LAERDAL #600-10000, ADULT, 25 PER BOX, NO SUBS	BOX	$ 83.25	**MFG# 600-10000 ENDOTRACHEAL TUBE HOLDER, THOMAS, ADULT, FOR ET/SGA TUBES 6.5MM ID TO 21MM OD**	BOX	$ 136.25	LAERDAL #600-10000	BOX		NO BID	BOX	$ 83.75	AC170 - LAERDAL MEDICAL	BOX	$ 110.95	LAERDAL #600-10000	BOX		NO BID	BOX		NO BID	BOX		NO BID	BOX	$ 141.98	LAERDAL #600-10000
7	6888	THOMAS TUBE HOLDER, LAERDAL #600-20000, PEDIATRIC, 25 PER BOX, NO SUBS	BOX	$ 83.25	**MFG# 600-20000 ENDOTRACHEAL TUBE HOLDER, THOMAS, PEDIATRIC/CHILD, FOR ET/SGA TUBES 4.3MM ID TO 15.8MM OD**	BOX	$ 136.25	LAERDAL #600-20000	BOX		NO BID	BOX	$ 83.75	ACD180 - LAERDAL MEDICAL	BOX	$ 110.95	LAERDAL #600-20000	BOX		NO BID	BOX		NO BID	BOX		NO BID	BOX	$ 141.98	LAERDAL #600-20000
8	6893	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, THIGH, ADC #760-13TBK, NO SUBS.	EACH	$ 27.88	MFG# 760-13TBK BP UNIT, PROSPHYG 760 SERIES, SIZE 13 THIGH, BLACK, ADCUFF NYLON, POCKET ANEROID, CASE, LF	EACH	$ 44.18	ADC #760-13TBK	EACH	$ 27.25	**ADC #760-13TBK**	EACH	$ 31.30	ADC_760-13TBK - AMERICAN DIAGNOSTIC	EACH	$ 33.75	ADC #760-13TBK	EACH	$ 46.95	MCK #257021, AMERICAN DIAGNOSTIC CORP #760-13TBK, SPHYGS, PROSPHYG 760 THIGH BLKAMDIAG	EACH	$ 36.70	ADC #760-13TBK	EACH		NO BID	EACH	$ 43.81	ADC #760-13TBK
9	6906	FAST STRAP, MEDSPEC, T-STYLE, BLUE, NO SUBS - **PRO SPLINT KIT ITEM # SP3908/113908**	EACH		NO BID	EACH	$ 166.00	MEDICAL SPECIALTIES - 113908	EACH		NO BID	EACH	$ 153.00	**ITEM # SP3908/113908**	EACH		NO BID	EACH		NO BID	EACH		NO BID	EACH		NO BID	EACH	$ 231.19	MEDICAL SPECIALTIES
10	6944	OB KITS, 12 EACH/CASE	DOZEN	$ 101.04	MFG# 540-1727EA-A CURAPLEX OB KIT, GLOVES, CLAMPS, SCISSOR, SPONGES, TOWELS, APRON, TIE OFF, OB PAD,UNDERPAD,TOWELETTE	DOZEN	$ 54.00	**EVER READY DISPOSAL OBSTETRICAL KIT - EVR629202**	DOZEN	$ 58.20	DMS 01120B - 7022902	DOZEN	$ 89.40	KT500LF - MOTION MEDICAL - PRICED AS REQUESTED. SOLD AS 10/CS	DOZEN	$ 76.00	DYNAREX #4902 (10/CS)	DOZEN	$ 217.56	MCK# 1059396, HOPKINS MEDICAL/MARKETLAB #610388, EMERGENCY KIT, OBDELIVERY. ONLY SOLD AS EA/1 $18.13/EA	DOZEN		NO BID	DOZEN	$ 88.00	D4902 - DYNAREX OBSTETRICAL KIT, BAGGED 10/CS	DOZEN	$ 190.23	MOTION MEDICAL DISTRIBUTING 1702
11	6969	INTUBATION DETECTORS, TUBE CHECK, AMBU INC #000 172 001, WOLFETORY #EID 100 20 UNITS PER CASE. - **DISCONTINUED -REMOVED FROM BID**	CASE		NO BID	CASE	$ 244.00	EASYCAPII - 24/CS	CASE		NO BID	CASE	$ 119.00	AC190 - GREAT PLAINS BALLISTICS - SUBSTITUTE - SOLD AS 10/BX	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE		NO BID
12	13194	IMMOBILIZER HEAD, DISPOSABLE, 15"X4"X3", 5.0 OZ URATHANE FOAM, ADHESIVE FASTNER 100% X-RAY TRANSLUCENT. STA-BLOCK 260975, NO SUBS.	PACK	$ 4.69	**MFG# 700-00001 HEAD IMMOBILIZER, STA-BLOK, RADIOLUCENT, MRI AND CT-SCAN COMPATIBLE 30/PK**	EACH	$ 5.65	LAERDAL 700-00001	EACH		NO BID	EACH	$ 4.75	SY975 - LAERDAL MEDICAL	EACH		NO BID	EACH		NO BID	EACH		NO BID	EACH		NO BID	EACH	$ 17.98	LAERDAL 700-00001
13	13609	PILLOW DISPOSABLE, 16"X22", 10 OZ., LATEX FREE, 12/CASE, MEDLINE #NON24391 OR EQUAL	CASE	$ 2.86	MFG# NON24391 PILLOW. 16 IN. X 22 IN .. 10 OZ., SINGLE PT USE, MADE OF FLAME-RETARDANT, GARNETED POLYESTER 12/CS	CASE	$ 33.00	**MEDLINE #NON24391**	EACH		NO BID	EACH	$ 1.70	BS248 - THE PILLOW FACTORY - SUBSTITUE	EACH	$ 2.99	MEDLINE NON24391	EACH		NO BID	EACH		NO BID	EACH		NO BID	EACH	$ 4.01	MEDLINE #NON24391

VENDOR NUMBER			25406			46577			131653			295482			281106			139095			NOT A CURRENT VENDOR			NOT A CURRENT VENDOR			NOT A CURRENT VENDOR		
VENDOR NAME			BOUNDTREE			DIXIE EMS			HENRY SCHEIN			LIFE ASSIST			MEDICAL SUPPLIES DEPOT			MCKESSON			MEDICAL DEVICE DEPOT			NOBLE - MIN ORDER $100.00 - $9.99 SHIPPING FEE			PACIFIC STAR CORP.		
YELLOW HIGHLIGHTED LINE ITEM DENOTES WINNING BID																													
LINE	ITEM	DESCRIPTION	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES
14	13612	WIPES ANTISEPTIC, SANI-HANDS ALC, PDI PRODUCT, INDIVIDUAL PACKETS, CONTAINS 65.9% ETHYL ALCOHOL WITH MOISTURIZING ALOE, GLYCERIN & VITAMIN E, 100/BOX, 10 BOXES/CASE, NO SUBS.	CASE	$ 53.00	MFG# D43600 SANI-HANDS ALC ALCOHOL GEL HAND WIPE 100/BX, 10/CS	CASE	$ 56.00	PDI D43600 - 100/BX, 10/CS	CASE		NO BID	CASE	$ 45.10	AL354A - NICEPAK PDI - SUBSTITUTE	CASE	$ 49.50	PDI D43600 - 100/BX, 10/CS	CASE	$ 56.38	MCK #1055597, MCKESSON CORPORATION #16-3500, WIPE, SANITIZING HND PCKT 6.0"X6.7" (100/BX IOBX/CS)	CASE		NO BID	CASE		NO BID	CASE	$ 89.85	PDI P71520
15	13614	CATHETER IV, 24 GAUGE X 3/4". STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.	CASE	$ 378.00	MFG# 4252500-02 IV CATHETER, INTROCAN SAFETY , 24 GA X 0.75 INCH, STRAIGHT, FEP 50 EA/BX 4 - BOXES /CS	CASE	$ 354.00	BRAUN 4252500	CASE	$ 348.00	BRAUN 4252500-02/5070341	CASE	$ 314.50	IT3053 - ICU MEDICAL - SUBSTITUTE	CASE	$ 463.00	BRAUN 4252500-02	CASE	$ 515.32	MCK #628807, B.BRAUN MEDICAL INC. #4252500-02, CATHETER, IV INTROCAN FEP 24GX3/4" (50/BX, 200/CS) BERAUN	CASE		NO BID	CASE		NO BID	CASE	$ 635.41	BRAUN 4252500
16	13619	CATHETER IV, 14 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4251890, NO SUB.	CASE	$ 378.00	MFG# 4251890-02 IV CATHETER, LNTROCAN SAFETY, 14 GA X 1.25 INCH, STRAIGHT, FEP 50EA/BX 4BX/CS	CASE	$ 354.00	BRAUN 4251890	CASE	$ 348.00	BRAUN 4251890-02/5072767	CASE	$ 309.00	IT3048 - ICU MEDICAL - SUBSTITUTE	CASE	$ 463.00	BRAUN 4251890-02	CASE	$ 521.44	MCK #630365, B. BRAUN MEDICAL INC. #4251890-02, CATHETER, INTROCAN SAFETY FEP14G (50/BX, 200/CS)	CASE		NO BID	CASE		NO BID	CASE	$ 605.24	BRAUN 4251890
17	13624	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA BLOOD GLUCOSE STRIPS #99695-35, NO SUB.	CASE	$ 313.44	MFG# 998-38-65 GLUTOSE TEST STRIPS, PRECISION XTRA, CAPILARY CLIA WAIVED 50/BX 12BX/CS "NOT APPROVED FOR MULTI-USE - *SUB*	CASE	$ 1,032.00	PRECISION XTRA	CASE		NO BID	CASE	$ 410.00	ABB2_99838 - ABBOT DIABETES - SUBSTITUTE	CASE		NO BID	CASE	$ 1,272.29	MCK #513189, ABBOTT #9972865, TEST STRIP, BLD GLUC PRECISION XTRA (50/BX 12BX/CS)	CASE		NO BID	CASE		NO BID	CASE	$ 142.62	ARKRAY USA 530050 - 600/CS
18	13627	RESUSCITATOR AMBU SPUR II BAG, ADULT, WITH BAG RESERVOIR, 12/CASE AMBU 520 21100, NO SUB.	CASE	$ 105.96	MFG# 520211000 BVM, SPUR 11, ADULT W/ MED ADULT MASK, INDIVIDUALLY BAGGED 12EA/CS	CASE	$ 122.00	AMBU 520 21100	CASE	$ 109.20	AMBU 520 21100/4993940	CASE	$ 117.20	OM5200 - AMBU	CASE	$ 166.25	AMBU 520 21100	CASE	$ 228.12	MCK #533718, AMBU INC #520211000, RESUSCITATOR, SPUR II W/RESERVOIR BAG/MASK ADLT MED (12/CS)	CASE		NO BID	CASE		NO BID	CASE	$ 192.93	AMBU 520 21100
19	13628	RESUSCITATOR AMBU SPUR II BAG, PEDIATRIC, WITH BAG RESERVOIR, 12/CASE, AMBU 530 213 000, NO SUB.	CASE	$ 116.28	MFG# 530213000 BVM, SPUR II, PEDIATRIC W/TODDLER MASK (SIZE 1 AND SIZE 2), POLY BAGGED 12EA/CS	CASE	$ 162.00	AMBU 530 213 000	CASE	$ 127.80	AMBU 530 213 000/4996431	CASE	$ 137.30	OM5300 - AMBU	CASE	$ 191.00	AMBU 530 213 000	CASE	$ 262.29	MCK #533885, AMBU INC #530213000, RESUSCITATOR, SPUR II PED TODMASK (12/CS) AMBU	CASE		NO BID	CASE		NO BID	CASE	$ 218.44	AMBU 530 213 000
20	13629	RESUSCITATOR AMBU SPUR II BAG, INFANT, WITH BAG RESERVOIR, 12/CASE AMBU 540 211 000, NO SUB.	CASE	$ 116.28	MFG# 540211000 BVM, SPUR II, INFANT W/NEONATE MASK 12EA/CS	CASE	$ 142.00	AMBU 540 211 000	CASE	$ 127.80	AMBU 540 211 000/4992820	CASE	$ 137.30	AMBU 540 211 000	CASE	$ 239.00	AMBU 540 211 000	CASE	$ 328.10	#540211000, RESUSCITATOR, SPUR II BG RSVRNEO INF MASK (12/CS) AMBU	CASE		NO BID	CASE		NO BID	CASE	$ 340.06	AMBU 540 211 000
21	16042	IV ADMINISTRATION SET, 60 DROP, 83" TUBING, NEEDLELESS INJECTION SITE, 50 PER CASE, AMSINO IV #608306, NO SUBS.	CASE	$ 59.00	MFG# 608306-CUR AMSINO IV ADMIN SET, 60DRP, 83IN, PP Y-SIT, SURE-LOK NDLE-FREE Y-SITE, ROTAT MALE LL 1/EA 50EA/CS	CASE	$ 115.00	AMSINO IV #608306	CASE	$ 88.00	AMSINO IV #608306/4990713	CASE	$ 101.00	IV660 - AMSINO INTERNATIONAL	CASE	$ 139.50	AMSINO IV #608306	CASE	$ 167.91	MCK #488106, AMSINO INTERNATIONAL,INC. #608306, IV ADMIN SET, 2INJ SITE 60DPML83" (50/CS) AMSINO	CASE		NO BID	CASE		NO BID	CASE	$ 149.96	AMSINO IV #608306
22	16043	IV ADMINISTRATION SET, 10 DROP, 83" TUBING, 2 INJECTION SITES, LATEX FREE 50 PER CASE, AMSINO IV #108306, NO SUBS.	CASE	$ 54.50	MFG# 108306-CUR AMSINO IV ADMIN SET, 10 DRP, 83IN, PRE-PRCD Y-SITE, SRLK NDLE-FREE Y STE, ROTAT MALE LL 50EA/CS	CASE	$ 95.00	AMSINO IV #108306	CASE	$ 70.00	AMSINO IV #108306/4990504	CASE	$ 81.90	IV610 - AMSINO INTERNATIONAL	CASE	$ 136.50	AMSINO IV #108306	CASE	$ 154.83	MCK #941026, AMSINO INTERNATIONAL, INC. #108306, ADMIN SET 83" I0DRP 2Y SAFS0/CS DEHP-FREE LTXF AMSINO	CASE		NO BID	CASE		NO BID	CASE	$ 147.01	AMSINO IV #108306
23	16044	IV EXTENSION SET WITH AMSAFE INJECTION SITE, NEEDLELESS INJECTION SITE, LATEX FREE, 100 PER CASE, AMSINO IV EXTENSION #AE3108, NO SUBS.	CASE	$ 93.00	MFG# AE3108-CUR AMSINO EXTENTIONSET. 8 IN, REMOVABLE SURE-LOK, NEEDLE FREE CONNECT, ROTATING MALE LL 50EA/CS	CASE	$ 131.00	AMSINO IV EXTENSION #AE3108	CASE	$ 107.00	AMSINO IV EXTENSION #AE3108/4996066	CASE	$ 115.65	IV3108 - AMSINO INTERNATIONAL	CASE	$ 217.50	AMSINO IV EXTENSION #AE3108	CASE	$ 238.93	MCK #720490, AMSINO INTERNATIONAL, INC. #AE3108, EXT SET, STD INJ SITE 2ML 8" (100/CS)	CASE		NO BID	CASE		NO BID	CASE	$ 229.62	AMSINO IV EXTENSION #AE3108
24	16058	IV PRESSURE INFUSER, INFU-STAT PRESSURE INFUSER, 1000mL, CURAPLEX, DISPOSABLE, 25 PER CASE, #350310	CASE	$ 201.00	MFG# 301-MTM310EA CURAPLEX PRESSURE INFUSER, BAG, 1000ML 5/BX 5BX/CS	CASE	$ 300.00	CURAPLEX, DISPOSABLE, 25 PER CASE, #350310	CASE	$ 39.45	ETHOX 950194310/1229815 - SOLD 5/3X	CASE	$ 550.00	IP4010 - AIRLIFE - SUBSTITUTE - 5/BX	CASE		NO BID	CASE	$ 482.55	MCK #897070, SUN MED GROUP HOLDINGS #950194310, BAG, PRESSURE INFUSER DISP 1000cc W/HOOK (5/BX). Only Sold As BX/5 @$96.51/BX.	CASE		NO BID	CASE		NO BID	CASE	$ 812.04	CURAPLEX, DISPOSABLE, 25 PER CASE, #350310
25	16059	COLLAR CERVICAL, INFANT, 50 PER CASE, AMBU #264-501, NO SUBS	CASE	$ 148.50	MFG# 000264501 EXTRICATION COLLAR, AMBU PERFIT, INFANT, SIZE 1, 50EA/CS 000 264 501	CASE	$ 190.00	AMBU 000264501	CASE	$ 167.50	AMBU 000264501/9850035	CASE	$ 84.00	CX641 - AMBU - 20/CS	CASE		NO BID	CASE	$ 433.00	MCK #425615, AMBU INC #000264501, COLLAR, EXTRICATION PURP 2.5" INF (50/CS)	CASE		NO BID	CASE		NO BID	CASE	$ 423.71	AMBU 000264501
26	16060	COLLAR CERVICAL, PEDIATRIC, 50 PER CASE, AMBU #264-502, NO SUBS.	CASE	$ 148.50	MFG# 000264502 EXTRICATION COLLAR, AMBU PERFIT, PEDIATRIC, SIZE 2, 50EA/CS 000 264 502	CASE	$ 190.00	AMBU 000264502	CASE	$ 167.50	AMBU 000264502/9859681	CASE	$ 84.00	CX642 - AMBU - 20/CS	CASE		NO BID	CASE	$ 433.00	MCK #425616, AMBU INC #000264502, COLLAR, EXTRICATION LT GRN 3"PED (SO/CS)	CASE		NO BID	CASE		NO BID	CASE	$ 417.27	AMBU 000264502
27	16061	COLLAR CERVICAL, NECKLESS, 50 PER CASE, AMBU #264-503, NO SUBS.	CASE	$ 148.50	MFG# 000264503 EXTRICATION COLLAR, AMBU PERFIT, NECKLESS, SIZE 3, 50EA/CS 000 264 503	CASE	$ 190.00	AMBU 000264503	CASE	$ 167.50	AMBU 000264503/9857405	CASE	$ 84.00	CX643 - AMBU - 20/CS	CASE		NO BID	CASE	$ 433.00	MCK #421910, AMBU INC #000264503, COLLAR, EXTRICATION NECKLESS SZ3 (SO/CS)	CASE		NO BID	CASE		NO BID	CASE	$ 417.27	AMBU 000264503
28	16062	COLLAR CERVICAL, SHORT, 50 PER CASE, AMBU #264-504, NO SUBS.	CASE	$ 148.50	MFG# 000264504 EXTRICATION COLLAR, AMBU PERFIT, SHORT, SIZE 4, 50EA/CS 000 264 504	CASE	$ 190.00	AMBU 000264504	CASE	$ 167.50	AMBU 000264504/9852773	CASE	$ 84.00	CX644 - AMBU - 20/CS	CASE		NO BID	CASE	$ 433.00	MCK #421911, AMBU INC #000264504, COLLAR, EXTRICATION SHORT SZ4 (SO/CS)	CASE		NO BID	CASE		NO BID	CASE	$ 417.27	AMBU 000264504
29	16063	COLLAR CERVICAL, REGULAR, 50 PER CASE, AMBU #264-505, NO SUBS	CASE	$ 148.50	MFG# 000264505 EXTRICATION COLLAR, AMBU PERFIT, REGULAR, SIZE 5, 50EA/CS 000 264 505	CASE	$ 190.00	AMBU 000264505	CASE	$ 167.50	AMBU 000264505/9852073	CASE	$ 84.00	CX645 - AMBU - 20/CS	CASE		NO BID	CASE	$ 433.00	MCK #421912, AMBU INC #000264505, COLLAR, EXTRICATION REG SZ5 (SO/CS)	CASE		NO BID	CASE		NO BID	CASE	$ 417.27	AMBU 000264505

			25406			46577			131653			295482			281106			139095			NOT A CURRENT VENDOR			NOT A CURRENT VENDOR			NOT A CURRENT VENDOR		
VENDOR NAME			BOUNDTREE			DIXIE EMS			HENRY SCHEIN			LIFE ASSIST			MEDICAL SUPPLIES DEPOT			MCKESSON			MEDICAL DEVICE DEPOT			NOBLE - MIN ORDER $100.00 - $9.99 SHIPPING FEE			PACIFIC STAR CORP.		
YELLOW HIGHLIGHTED LINE ITEM DENOTES WINNING BID																													
LINE	ITEM	DESCRIPTION	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES
30	16064	COLLAR CERVICAL, TALL, 50 PER CASE, AMBU #264-506, NO SUBS	CASE	$ 148.50	MFG# 000264506 EXTRICATION COLLAR, AMBU PERFIT, TALL, SIZE 6, 50EA/CS 000 264 506	CASE	$ 190.00	AMBU # 264-506	CASE	$ 167.50	AMBU # 264-506/9853555	CASE	$ 84.00	CX646 - AMBU - 20/CS	CASE		NO BID	CASE	$ 464.50	MCK #425617, AMBU INC #000264506, COLLAR, EXTRICATION PNK 5.5" TALL (SO/CS)	CASE		NO BID	CASE		NO BID	CASE		NO BID
31	16174	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, INFANT, ADC #760-71BK, NO SUB	EACH	$ 20.95	MFG# 760-71BK BP UNIT, PROSPHYG 760 SERIES. SIZE 7 INFANT, BLACK, ADCUFF NYLON, POCKET ANEROID, CASE, LF	EACH	$ 42.00	ADC 760-71BK	EACH	$ 20.45	ADC 760-71BK	EACH	$ 21.75	SG2000I - AMERICAN DIAGNOSTIC	EACH	$ 25.37	ADC 760-71BK	EACH	$ 44.77	MCK #497344, AMERICAN DIAGNOSTIC CORP #760-7IBK, SPHYG, PROSPHYG INF BLK	EACH	$ 27.58	ADC 760-71BK	EACH		NO BID	EACH		NO BID
32	16175	HANDLE V-VAC, LAERDAL V-VAC REPLACEMENT HANDLE, NO SUB - ITEM 985030	EACH	$ 130.27	MFG# 985030 V-VAC HANDLE	EACH	$ 136.00	ITEM 985030	EACH		NO BID	EACH	$ 129.50	LAER_985030 - LAERDAL MEDICAL	EACH	$ 148.50	ITEM 985030	EACH	$ 280.28	MCK #682498, LAERDAL MEDICAL CORP #985030, HANDLE, V-VAC REPLACEMENT	EACH		NO BID	EACH		NO BID	EACH	$ 179.21	ITEM 985030
33	16176	CONNECTOR LAERDAL V-VAC SUCTION UNIT DOUBLE MALE CONNECTORS, PACK OF 10 EACH, NO SUB - ITEM 985003	PACK	$ 10.50	MFG# 985003 DOUBLE MALE CONNECTOR FOR V-VAC MANUAL SUCTION UNIT 10/PK	PACK	$ 11.00	ITEM 985003	PACK		NO BID	PACK		NO BID	PACK	$ 12.00	ITEM 985003	PACK	$ 10.22	MCK #492662, LAERDAL MEDICAL CORP #985003, ADAPTER, V-V AC DBL ML (10/PK)	PACK		NO BID	PACK		NO BID	PACK	$ 20.64	ITEM 985003
34	16177	ADAPTER TIPS, LAERDAL V-VAC REPLACEMENT ADAPTER TIPS, SUCTION UNIT, 4 EACH PER PACK, NO SUBS - OK300 - ITEM 985002	PACK	$ 37.67	MFG# 985002 SUCTION ADAPTER TIPS 4/ PKV-VAC	PACK	$ 39.00	ITEM 985002	PACK		NO BID	PACK	$ 38.30	OK300 - LAERDAL MEDICAL	PACK	$ 44.50	ITEM 985002	PACK	$ 52.62	MCK #348555, LAERDAL MEDICAL CORP #985002, ADAPTER, TIP V-V AC (4/PK)	PACK		NO BID	PACK		NO BID	PACK	$ 62.17	ITEM 985002
35	16178	(DISC) CATHETERS LAERDAL V-VAC CATHETERS, SHORT, SUCTION UNIT, 8", 18FR, NO SUB - MFG# AS834 - 50/CS ASMINO	CASE		NO BID	CASE	$ 48.00	MFG# AS834	EACH		NO BID	EACH		NO BID	EACH	$ 0.80	MFG# AS834 .80X50=$40.00	EACH		NO BID	EACH		NO BID	EACH		NO BID	EACH	$ 5.51	MFG# AS834
36	16179	CARTRIDGE LAERDAL V-VAC REPLACEMENT CARTRIDGE FOR SUCTION UNIT,NO SUBS - ITEM 985001	EACH	$ 29.38	MFG# 985001 SUCTION REPLACEMENT CARTRIDGE V-VAC	EACH	$ 31.00	ITEM 985001	EACH		NO BID	EACH	$ 30.50	OK200 - LAERDAL MEDICAL	EACH	$ 27.00	ITEM 985001	EACH	$ 22.99	MCK #1112587, LAERDAL MEDICAL CORP #985001, CARTRIDGE, REPLACEMENT V-VAC	EACH		NO BID	EACH		NO BID	EACH	$ 39.62	ITEM 985001
37	16183	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.	EACH	$ 0.49	MFG# 401 OT BITE STICK PLASTIC SINGLES 10EA/BG	EACH	$ 0.54	GF 454101	EACH	$ 0.34	ADC 4010T/6675231 - 10/PK - $3.40	EACH	$ 4.00	BA3090 - DYNAREX	EACH	$ 5.07	ADC #4010T (10/PK)	EACH	$ 1.56	MCK #296347, SAGE PRODUCTS #4000, BLOCK, BITE ADLT IND WRAP (144/CS)	EACH		NO BID	EACH		NO BID	EACH	$ 9.45	AMERICAN DIAGNOSTIC CORP 4010T
38	16188	GAUZE SPONGE, 4"X4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444.	PACK	$ 2.88	MFG# 3242 GAUZE SPONGE, 4 IN X 4 IN. 8 PLY, NON-STERILE 200/BG 20BG/CS	PACK	$ 2.72	MEDLINE NON25444	PACK	$ 2.55	DUKAL 2104/9333131	PACK	$ 5.60	BA4144 - DUKAL - SUBSTITUTE	PACK	$ 3.94	DUKAL #2104 (200/PK)	PACK	$ 3.10	MCK #446036, MCKESSON CORPORATION #94442000, SPONGE, N/WOVN 4"X4" N/S (200/PK)	PACK		NO BID	PACK	$ 3.99	D3254 - DYNAREX NON-WOVEN SPONGE 4X4, 4-PLY 0 NON STERILE. 200/BOX	PACK	$ 8.56	MEDLINE NON25444
39	16191	WATER STERILE FOR IRRIGATION, USP SEALED OUTER CLOSURE, STERILE SCREW ON INNER CAP, BAXTER, 500 ML, 18 PER CASE, NDC #0338-0004-03.	CASE	$ 59.40	MFG# 2F7113 STERILE WATER FOR IRRIGATION, 500ML PLASTIC POUR BOTTLE 18EA/CS	CASE	$ 103.00	BAXTER 2F7113	CASE	$ 34.00	NURSE ASSIST 6390/1490969	CASE	$ 55.15	SL6390 - ICU MEDICAL - SUBSTITUTE	CASE	$ 91.00	BAXTER 2F7113	CASE	$ 41.38	MCK #733254, MCKESSON CORPORATION #37-6290, WATER, IRR SOL STR 500ML (18/CS)	CASE		NO BID	CASE		NO BID	CASE		NO BID
40	16218	CANNULA INTERLINK VIAL ACCESS, 15 GAUGE, NEEDLESS ACCESS OF A SINGLE DOSE VIAL, BECTON DICKINSON, 303367, NO SUB, 100/BOX.	BOX	$ 32.00	MFG# 303367 VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK	BOX	$ 42.36	BECTON DICKINSON, 303367	BOX	$ 33.15	BD 303367/9878945	BOX	$ 33.00	IV3367 - BECTON DICKINSON	BOX	$ 37.30	BD # 303367	BOX	$ 46.05	MCK #230412, BECTON DICKINSON #303367, CANNULA, INTERLINK VL ACC (100/BX)	BOX		NO BID	BOX		NO BID	BOX	$ 54.11	BECTON DICKINSON, 303367
41	16220	EXTENSION SET,STANDARD BORE,FEMALE LUER LOCK,FLOW CONTROLLER,1 SLIDE CLAMP,1 AMSAFE NEEDLE-FREE Y SITE,ROTATING MALE LUER LOCK,PE POLY POUCH,PRIMING VOLUME:4.0 ML,20" STANDARD BORE TUBING,50/CASE,AMSINO AFS107, NO SUB -	CASE		NO BID	CASE	$ 180.00	AMSINO AFS107	CASE		AFS106 DISCONTINUED/NO BID	CASE	$ 114.90	IV3108 - AMSINO INTERNATIONAL - Dual Needleless IV Sets	CASE	$ 189.00	AMSINO AFS107	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE	$ 145.86	AMSINO AFS106/discontinued
42	16222	LANCET ACCU-CHEK SAFE-T-PRO LANCET, SINGLE USE, 200/BOX, ROCHE DIAGNOSTICS #03448622001, NO SUB	BOX	$ 54.61	MFG# 03448622001 ACCU-CHEK SAFE-T- PRO PLUS LANCET 200/BX 6BX/CS	BOX	$ 77.00	#03448622001	BOX		NO BID	BOX	$ 60.50	GU40079 - ROCHE	BOX	$ 45.60	#03448622001	BOX	$ 54.48	MCK #493716, ROCHE DIAGNOSTIC SYSTEMS #03448622001, LANCET, ACCU-CHEK SAFE-T-PRO PLUS (200/BX 6BX/CS)	BOX		NO BID	BOX		NO BID	BOX		NO BID
43	16258	REMOVER, NAIL POLISH REMOVER PADS, 100/BOX, MEDLINE OR EQUAL	BOX	$ 5.66	MFG# 1501 NAIL POLISH REMOVER PAD, ACETONE FREE 100BX, 10BX/CS	BOX	$ 5.95	DYNAREX 1501	BOX	$ 3.85	DUKAL 862/7023636	BOX	$ 4.00	AL20 - DUKAL - SUBSTITUTE	BOX	$ 5.25	DYNAREX #1501	BOX	$ 7.14	MCK #815765, DUKAL LLC #862, PAD, NAIL POLISH REMOVER (100/BX IOBX/CS)	BOX		NO BID	BOX	$ 6.50	D1501 - DYNAREX NAIL POLISH REMOVER PADS 100/BOX	BOX	$ 5.01	NO BID
44	16264	BAGS SMARTSAFE PROPERTY BAGS, 315 MM X 275 MM, SMALL SIZE, DESIGNED TO SECURE, TRACK AND RETURN PERSONAL BELONGINGS, (JEWELRY, MEDICATION, DENTURES), 25/BOX, TSG ASSOCIATES - ITEM# KFM-73250. NO SUB	BOX	$ 32.41	MFG# 73250 SMARTSAFE PROPERTY BAGS, SMALL, 25/BX - SUB	BOX	$ 36.00	KINGFISHER MEDICAL, INC 73250	BOX		NO BID	BOX	$ 35.85	KINGFISHER MEDICAL, INC 73250	BOX	$ 76.95	MEDLINE #BND73250	BOX		NO BID	BOX		NO BID	BOX		NO BID	BOX	$ 49.18	KINGFISHER MEDICAL, INC 73250

VENDOR NUMBER			25406			46577			131653			295482			281106			139095			NOT A CURRENT VENDOR			NOT A CURRENT VENDOR			NOT A CURRENT VENDOR		
VENDOR NAME			BOUNDTREE			DIXIE EMS			HENRY SCHEIN			LIFE ASSIST			MEDICAL SUPPLIES DEPOT			MCKESSON			MEDICAL DEVICE DEPOT			NOBLE - MIN ORDER $100.00 - $9.99 SHIPPING FEE			PACIFIC STAR CORP.		
YELLOW HIGHLIGHTED LINE ITEM DENOTES WINNING BID																													
LINE	ITEM	DESCRIPTION	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES
45	16265	TOURNIQUET C-A-T, COMBAT APPLICATION TOURNIQUET, 6.5" L X 2.4" W X 1.5" D, BLACK, NSN #6515-01-521-7976, NO SUB	EACH	$ 27.03	MFG# 30-0001 COMBAT APPLICATION TOURNIQUET {CAT} TACTICAL BLACK, GEN 7, ONE-HANDED TOURNIQUET - WINDLASS SYSTEM	EACH	$ 24.90	NARES CAT	EACH	$ 24.80	CAT 30-0001 4997818	EACH	$ 26.55	TQ0001-BLK - NORTH AMERICAN RESCUE	EACH	$ 27.10	NORTH AMERICAN RESCUE #30-001	EACH		NO BID	EACH		NO BID	EACH		NO BID	EACH	$ 39.18	NAR 30-0001
46	16272	CATHETER ANGIOCATH, 14 GAUGE, 3.25", STERILE, BECTON DICKINSON ITEM #BD382268, 10/BOX.	BOX	$ 182.00	MFG# 382268 CATHETER, DECOMPRESSION NEEDLE, 14 GA X 3.25 IN, BO ANGIOCATH 10EA/BX. SBX/CS	BOX	$ 197.00	ITEM #BD382268	BOX	$ 290.00	MEDSOURCE MS-87014/7023077 - 50/BX	BOX	$ 68.50	IT2268 - BECTON DICKINSON - SUBSTITUTE	BOX	$ 169.00	ITEM #BD382268	BOX	$ 197.72	MCK #329822, BECTON DICKINSON #382268, CATH, ANGIO SPEC ORG 14GX3.25"(10/BX)	BOX		NO BID	BOX		NO BID	BOX	$ 336.12	ITEM #BD382268
47	16287	GAUZE SPONGES, 12 PLY, 4" X 4", STERILE, LATEX FREE, USP TYPE VII, 50/BX, MEDLINE.	BOX	$ 3.25	MFG# 3345 GAUZE SPONGE, STERILE, 4 IN X 4 IN, 12 PLY, 10/BLISTER PACK, 128PK/CS	BOX	$ 5.36	MEDLINE NON21424	BOX	$ 2.60	DUKAL C5139/1408891	BOX	$ 3.25	BA1244 - DUKAL - SUBSTITUTE 100/BX	BOX	$ 2.79	DUKAL #C5139	BOX	$ 7.05	MCK #446049, MCKESSON CORPORA TIO:t- #16-42412, SPONGE, GAUZE TYPE-VII 12PLY STR 4"X4" (1/PK 50/BX 24BX/CS)	BOX		NO BID	BOX	$ 2.50	D3343 - DYNAREX SURGICAL GAUZE SPONGE STERILA - 2'S, 25/BX	BOX	$ 5.50	MEDLINE PRM21426
48	16302	MASK INFANT HIGH CONCENTRATION WITH 7' TUBING, HUDSON RCI-TELEFLEX MEDICAL ITEM #395407, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	$ 60.00	MFG# MS-25055-U MASK HIGH CONCENTRATION NON REBREA THER, INFANT, TUBING WITH UNIVERAL CONNECTOR, LATEX FREE 50/CS - SUB	CASE	$ 300.00	TELEFLEX 395407	CASE		NO BID	CASE	$ 82.00	OM1270 - HUDSON RCI - SUBSTITUTE	CASE	$ 305.00	MEDLINE #RSH395407	CASE		NO BID	CASE		NO BID	CASE	$ 64.50	D33054 - DYNAREX NON-REBREATHER STANDARD MASK W/7 TUBING INFANT, 50/CS	CASE	$ 317.47	MEDLINE RSH395407
49	16304	MASK AEROSOL ELONGATED ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1083, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	$ 35.50	MFG# 301-170 CURAPLEX AERO MASK, ADULT, ELONGATED MASK W/ELASTIC STRAP, ADJ NOSE STRAP, NO TUBING, LF 50EA/CS	CASE	$ 46.00	MEDLINE HUD1083	CASE	$ 36.50	MEDSOURCE MS-25080/4999207	CASE	$ 31.00	OM1083 - HUDSON RCI - SUB	CASE	$ 44.50	MEDLINE # HUD1083	CASE	$ 40.75	MCK #883871, MCKESSON CORPORATION #32631, MASK, AEROSOL W/O TUBE ADLTPSSRDC	CASE		NO BID	CASE	$ 26.99	D34003 - DYNAREX AEROSOL ELONGATED MASK 50/CS	CASE	$ 42.54	MEDLINE HUD1083
50	16307	MASK TRACHEOSTOMY ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1075, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.	CASE	$ 49.50	MFG# HUD1075 MASK TRACHEOTOMY ADULT 50/CS 1075	CASE	$ 45.00	MEDLINE HUD1075	CASE	$ 38.00	MEDSOURCE MS-25100/7025640	CASE	$ 132.50	MSI_MS-25210-U - MEDSOURCE 50/CS - SUBSTITUTE	CASE	$ 61.50	MEDLINE HUD1075	CASE	$ 68.18	MCK #884037, MCKESSON CORPORATION #32635, MASK, TRACH W/O TUBE ADLTPSSRDC	CASE		NO BID	CASE	$ 42.99	D34020 DYNAREX TRACHEOSTOMY MASK W/SWIVEL TUBING CONNECTOR 5.4MM ADAPTOR 50/CS	CASE	$ 61.72	MEDLINE HUD1075
51	16376	SHARP CONTAINER, SHARPS DART, SHARPS CONTAINER WITH ONE TIME LOCKABLE SEAL, 6.5", CURAPLEX, 24/CASE, #64250	CASE	$ 35.28	MFG# BT-64250 CURAPLEX SHARPS SOLO, SHARPS CONTAINER WITH ONE TIME LOCKABLE SEAL, 6.5 IN 24EA/CS	CASE	$ 18.00	EVR201 - Ever Ready SHARPS Portable Sharps Shuttle	CASE	$ 26.00	TAYLOR 30-SP50651/7028448 - 25/CASE	CASE	$ 33.12	ISO651 - TAYLOR HEALLTHCARE - 24/CS - SUBSTITUTE	CASE	$ 35.50	DYNAREX # 4630	CASE	$ 81.85	MCK #1027900, MEDSOURCE INTERNATIONAL #MS-64250, CONTAINER, SHARPS TRANSPORT SYR/IVCATHSHARPS DART (24/CS)	CASE		NO BID	CASE	$ 41.99	D4630 DYNAREX SHARPS SHAFT SHAP ON, LEAK RESISTANT CAP 6.37"X1.47"X3.46" 24/CS	CASE	$ 95.56	CURAPLEX, 24/CASE, #64250
52	16380	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD,RADIOLUCENT SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, NO SUB	CASE	$ 246.40	MFG# SP508-OB-EN Splint, SAM, Extra Wide, Orange, Flatfold, 5.5 in x 36 in 60ea/cs	CASE	$ 250.00	SAM MEDICAL PRODUCTS #SP1121XL	CASE		NO BID	CASE	$ 450.00	SS4200-ORG - SAM MEDICAL	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE		NO BID
53	16382	CPAP SYSTEM, FLOW-SAFE II, DISPOSALE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, LARGE ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, BLUE PACKAGE, MERCURY MEDICAL #10-57209, 5 PER BOX, NO SUB	BOX	$ 260.00	MFG# 1057209 CPAP SYSTEM, FLOW-SAFE 11, W/ LG ADULT MASK SEA/BX	BOX	$ 290.00	MERCURY MEDICAL #10-57209, 5 PER BOX,	BOX		NO BID	BOX	$ 277.00	OC1057209 - MERCURY MEDICAL	BOX	$ 306.90	MERCURY MEDICAL #10-57209, 5 PER BOX,	BOX	$ 302.31	MCK#835044, MERCURY MEDICAL #1057209, CPAP SYSTEM, FLOW SAFE II W/ MASK LG (5/BX)	BOX		NO BID	BOX		NO BID	BOX		NO BID
54	16383	CPAP SYSTEM, FLOW-SAFE II, DISPOSABLE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, SMALL ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, GREEN PACKAGE, MERCURY MEDICAL #10-57210, 5 PER BOX, NO SUBS.	BOX	$ 260.00	MFG# 1057210 CPAP System, Flow-Safe 11, w/ SM Adult Mask 5ea/bx	BOX	$ 290.00	MFG# 1057210 CPAP System	BOX		NO BID	BOX	$ 277.00	OC1057210 - MERCURY MEDICAL	BOX	$ 306.90	MFG# 1057210 CPAP System	BOX	$ 302.31	MCK #835045, MERCURY MEDICAL #1057210, CPAP SYSTEM, FLOW SAFE II W/ MASK AOL T SM (5/BX)	BOX		NO BID	BOX		NO BID	BOX		NO BID
55	16394	Rüsch™ Polaris™ Single-Use Fiber Optic LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, MACINTOSH SIZE 1, COLOR-CODE WHITE - ITEM # 4150110/7022343 - 10 PER BOX	BOX	$ 42.50	MFG# 2145-13401 CURAPLEX SELECT LARYNGOSCOPE BLADE, MAC 1, LED, DISPOSABLE 20EA/BX - SUB	BOX	$ 48.00	ITEM # 4150110	BOX	$ 33.30	ITEM # 4150110/7022343	BOX	$ 65.90	LY50110 - RUSCH	BOX	$ 48.50	ITEM # 4150110	BOX	$ 117.55	MCK #1199058, TELEFLEX MEDICAL #4150110, LARYNGOSCOPE, BLADE SNGLE-USE RUSCH POLARIS MAC 1 (10/BOX)	BOX		NO BID	BOX		NO BID	BOX	$ 120.70	ITEM # 4150110
56	16395	Rüsch™ Polaris™ Single-Use Fiber Optic LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE TURQUOISE, ITEM #4150120, MACINTOSH, SIZE 2, 10 PER BOX	BOX	$ 42.50	MFG# 2145-13402 CURAPLEX SELECT LARYNGOSCOPE BLADE, MAC 2, LED, DISPOSABLE 20EA/BX - SUB	BOX	$ 48.00	ITEM #4150120	BOX	$ 33.30	ITEM #4150120	BOX	$ 65.90	LY50120 - RUSCH	BOX	$ 48.50	ITEM #4150120	BOX	$ 117.55	MCK #1199059, TELEFLEX MEDICAL #4150120, LARYNGOSCOPE, BLADE SNGL- USE RUSCH POLARIS MAC 2 (10/BX)	BOX		NO BID	BOX		NO BID	BOX	$ 120.70	ITEM #4150120

VENDOR NUMBER			25406			46577			131653			295482			281106			139095			NOT A CURRENT VENDOR			NOT A CURRENT VENDOR			NOT A CURRENT VENDOR		
VENDOR NAME			BOUNDTREE			DIXIE EMS			HENRY SCHEIN			LIFE ASSIST			MEDICAL SUPPLIES DEPOT			MCKESSON			MEDICAL DEVICE DEPOT			NOBLE - MIN ORDER $100.00 - $9.99 SHIPPING FEE			PACIFIC STAR CORP.		
YELLOW HIGHLIGHTED LINE ITEM DENOTES WINNING BID																													
LINE	ITEM	DESCRIPTION	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES
57	16396	Rüsch™ Polaris™ Single-Use Fiber Optic LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE YELLOW, **ITEM #4150130/1392660**, MACINTOSH, SIZE 3, 10 PER BOX, NO SUBS.	BOX	$ 42.50	MFG# 2145-13403 CURAPLEX SELECT LARYNGOSCOPE BLADE, MAC 3, LED, DISPOSABLE 20EA/BX - SUB	BOX	$ 48.00	ITEM #4150130	BOX	$ 33.30	**ITEM #4150130/1392660**	BOX	$ 65.90	LY50130 - RUSCH	BOX	$ 48.50	ITEM #4150130	BOX	$ 117.55	MCK #1124710, TELEFLEX MEDICAL #4150130, BLADE, LARYNGOSCOPE RUSCH POLARIS MAC 3 (10/BX)	BOX		NO BID	BOX		NO BID	BOX	$ 120.70	ITEM #4150130
58	16397	Rüsch™ Polaris™ Single-Use Fiber Optic LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE PINK, **ITEM #4150140/1395682**, MACINTOSH, SIZE 4, 10 PER BOX, NO SUBS.	BOX	$ 42.50	MFG# 2145-13404 CURAPLEX SELECT LARYNGOSCOPE BLADE, MAC 4, LED, DISPOSABLE 20EA/BX - SUB	BOX	$ 48.00	ITEM #4150140	BOX	$ 33.30	**ITEM #4150140/1395682**	BOX	$ 65.90	LY50140 - RUSCH	BOX	$ 48.50	ITEM #4150140	BOX	$ 117.55	MCK #1124711, TELEFLEX MEDICAL #4150140, BLADE, LARYNGOSCOPE RUSCH POLARIS MAC 4 (10/BX)	BOX		NO BID	BOX		NO BID	BOX	$ 120.70	ITEM #4150140
59	16398	Rüsch™ Polaris™ Single-Use Fiber Optic LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE PURPLE, **ITEM #4150001/7022337**, MILLER, SIZE 0, 10 PER BOX, NO SUBS.	BOX	$ 42.50	MFG# 2145-13501 CURAPLEX SELECT LARYNGOSCOPE BLADE, MILLER 0, LED. DISPOSABLE 20EA/BX - SUB	BOX	$ 48.00	ITEM #4150001	BOX	$ 33.30	**ITEM #4150001/7022337**	BOX	$ 65.90	LY50101 - RUSCH	BOX	$ 48.50	ITEM #4150001	BOX	$ 117.55	MCK #1199065, TELEFLEX MEDICAL #4150001, LARYNGOSCOPE, BLADE SNGL-USE RUSCH POLARIS MILLER 0 (10/BX)	BOX		NO BID	BOX		NO BID	BOX	$ 120.70	ITEM #4150010
60	16400	Rüsch™ Polaris™ Single-Use Fiber Optic LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE GRAY, **ITEM # 4150020/1392661**, MILLER, SIZE 2, 10 PER BOX, NO SUBS.	BOX	$ 42.50	MFG# 2145-13503 CURAPLEX SELECT LARYNGOSCOPE BLADE, MILLER 2, LED, DISPOSABLE 20 EA/BX - SUB	BOX	$ 48.00	ITEM # 4150020	BOX	$ 33.30	**ITEM # 4150020/1392661**	BOX	$ 65.90	LY50105 - RUSCH	BOX	$ 48.50	ITEM # 4150020	BOX	$ 117.55	MCK #1124675, TELEFLEX MEDICAL #4150020, BLADE, LARYNGOSCOPE RUSCH POLARIS MILLER 2 (10/BX)	BOX		NO BID	BOX		NO BID	BOX	$ 120.70	ITEM # 4150020
61	16402	Rüsch™ Polaris™ Single-Use Fiber Optic LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE LIGHT LAVENDER, **ITEM # 4150040/7022341** MILLER, SIZE 4, 10 PER BOX, NO SUBS.	BOX	$ 42.50	MFG# 2145-13505 Curaplex Select LARYNGOSCOPE BLADE, MILLER 4, LED, DISPOSABLE 20EA/BX	BOX	$ 48.00	ITEM # 4150040	BOX	$ 33.30	**ITEM # 4150040/7022341**	BOX	$ 65.90	LY50107 - RUSCH	BOX	$ 48.50	ITEM # 4150040	BOX	$ 117.55	MCK #1199062, TELEFLEX MEDICAL #4150040, LARYNGOSCOPE, BLADE SNGL-USE RUSCH POLARIS MILLER 4 (10/BX)	BOX		NO BID	BOX		NO BID	BOX	$ 120.70	ITEM # 4150040
62	16424	SUCTION UNIT, MECONIUM ASPIRATOR, SINGLE HAND, THUMB PORT, NEOTECH PRODUCT, ELIMINATES MOUTH SUCTIONING OF MECONIUM OF NEWBORNS, 40/BOX - **ITEM # NO102** - NO SUBS.	BOX	$ 190.00	MFG# N0101 SUCTION UNIT ASPIRATOR TYPE LA TEX FREE 40EA/BX MECONIUM	BOX	**$ 188.00**	**ITEM # NO102**	BOX		NO BID	BOX	$ 189.00	OK0101 - NEOTECH PRODUCTS	BOX	$ 207.24	NEOTECH# NO102	BOX	$ 189.94	MCK #884656, NEOTECH PRODUCTS, INC. #N0102, ASPIRATOR, MECONIUM W/TRAP YLW(40/CS)	BOX		NO BID	BOX		NO BID	BOX	$ 236.45	ITEM # NO102
63	16471	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 150 PER CASE, SAFEGUARD US OPERATING, LLC, **ITEM# FCP-03** - NO SUBS.	CASE	$ 973.50	MFG# FCP-03 ISRAELI BANDAGE, EMERGENCY, WHITE, 4 IN 150EA/CS	CASE	**$ 636.00**	**ITEM# FCP-03**	CASE		NO BID	CASE	$ 340.00	BA3683 - DYNAREX - SUB	CASE		NO BID	CASE	$ 952.03	MCK #1270297, SAFEGUARD US OPERATING LLC #FCP-03, BANDAGE, EMER ISRAELI FIRST RESPONDER WHT 4" (150/CS)	CASE		NO BID	CASE		NO BID	CASE	$ 1,258.04	ITEM# FCP-03
64	16472	GLUCOSE 15, ORAL GLUCOSE GEL, 15G GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, GRAPE FLAVOR, NDC #0574-0070-30, **OR EQUAL.**	CASE	$ 135.00	MFG# 703-03 GLUCOSE GEL 15GM TUBE FRUIT FLAVOR (3 PER BOX)	CASE	**$ 54.00**	**TRANSCEND 6739 STRAWBERRY**	CASE		NO BID	CASE	$ 90.00	MD4365 - LIFE NUTRITION - SUB 15/BX	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE	$ 220.99	K5820378 INSTA-GLUCOSE GEL, 1.09OZ, CHERRY FLAVOR 3/PK, 12/CS	CASE		NO BID
65	16474	GLUCOSE 15, ORAL GLUCOSE GEL, 15G GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, LEMON FLAVOR, NDC #0574-0069-30, **OR EQUAL.**	CASE	$ 135.00	MFG# 0574-0069-30 LTD QTY - GLUTOSE 15GM - LEMON FLAVOR 3/PACK 12PK/CS 2053	CASE	**$ 54.00**	**TRANSCEND 7637 ORANGE**	CASE		NO BID	CASE	$ 90.00	MD4389 - LIFE NUTRITION - SUB 15/BX	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE		NO BID
66	16484	TRANSPORT UNIT, GRAHAM MEGAMOVER, WHITE WITH 14 HANDLES 1000 LB CAPACITY, 40" X 80", 10 PER CASE - **ITEM# 51926-7001821** - NO SUBS.	CASE	$ 119.00	MFG# 3246-12345 CURAPLEX PATIENT TRANSPORTER, 1800 LB CAPACITY, 14 HANDLES 10EA/CS	CASE	$ 199.00	GRAHAM 51926	CASE	**$ 126.50**	**GRAHAM 51926**	CASE	$ 140.50	SW56307 - GRAHAM MEDICAL	CASE	$ 179.00	GRAHAM 51926	CASE	$ 282.09	MCK #546182, GRAHAM MEDICAL PRODUCTS #51926, SHEET, TRANSPORT MEGAMOVER 1500 40X80" WHT (10/CS)	CASE		NO BID	CASE		NO BID	CASE	$ 314.15	MEGAMOVER 73249
67	16488	CUFF BLOOD PRESSURE, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 mmHg MANOMETER, CHROME PLATED BRASS AIR RELIEF VALVE, LEATHERETTE CARRYING CASE, CHILD, ADC #760-9CBK, NO SUBS.	EACH	$ 20.95	MFG# 760-9CBK BP UNIT, PROSPHYG 760 SERIES, SIZE 9 CHILD, BLACK, ADCUFF NYLON, POCKET ANEROID, CASE, LF	EACH	$ 42.00	ADC #760-9CBK,	EACH	**$ 20.45**	**ADC #760-9CBK/4997943**	EACH	$ 21.75	SG2000C - AMERICAN DIAGNOSTIC	EACH	$ 25.35	ADC #760-9CBK,	EACH	$ 44.77	MCK #778608, AMERICAN DIAGNOSTIC CORP #760-9CBK, SPHYG, PROSPHYG LF BLK CHILD	EACH	$ 27.58	ADC #760-9CBK,	EACH		NO BID	EACH	$ 41.82	ADC #760-9CBK,
68	16513	CANISTER, SUCTION, HI-FLOW SUCTION CANISTERS WITH AEROSTAT FILTERS AND FLOAT VALVE SHUTOFF, 800CC WITH 6' CONNECTING TUBE, BEMIS, PRODUCT #8002K 055, 50/CASE, NO SUBS.	CASE	**$ 146.50**	**MFG# 8002-055 SUCTION CANISTER, HI-FLOW, 800CC, GREEN LID, W/FILTER AND FLOAT VALVE SHUTOFF, DISPOSABLE 70EA/CS**	CASE	$ 312.00	PRODUCT #8002K 055, 50/CASE	CASE	$ 270.50	PRODUCT #8002K 055, 50/CASE/7004054	CASE	$ 225.00	OK1800A - BEMIS MANUFACTURING	CASE	$ 259.00	BEMIS #8002K 055	CASE	$ 350.84	MCK #840955, BEMIS HEALTH CARE #8002K 055, CANISTER KIT, SUCTION 800CC W /TUBING/INSTRUMENTS	CASE		NO BID	CASE		NO BID	CASE	$ 371.50	PRODUCT #8002K 055, 50/CASE

VENDOR NUMBER			25406			46577			131653			295482			281106			139095			NOT A CURRENT VENDOR			NOT A CURRENT VENDOR			NOT A CURRENT VENDOR		
VENDOR NAME			BOUNDTREE			DIXIE EMS			HENRY SCHEIN			LIFE ASSIST			MEDICAL SUPPLIES DEPOT			MCKESSON			MEDICAL DEVICE DEPOT			NOBLE - MIN ORDER $100.00 - $9.99 SHIPPING FEE			PACIFIC STAR CORP.		
YELLOW HIGHLIGHTED LINE ITEM DENOTES WINNING BID																													
LINE	ITEM	DESCRIPTION	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES
69	16514	TUBE, VACUUM, LAERDAL SUCTION UNIT, LCSU 4, LAERDAL #886106, EACH, NO SUBS.	EACH	$ 15.67	MFG# 886106 VACUUM TUBE FOR USE WITH LCSU 4 800ML	EACH	$ 16.00	LAERDAL #886106	EACH		NO BID	EACH	$ 16.20	OK886106 - LAERDAL MEDICAL	EACH	$ 17.85	LAERDAL #886106	EACH	$ 21.84	MCK #868954, LAERDAL MEDICAL CORP #886106, TUBE, VACUUM F/ COMPACT SUCTIONUNIT	EACH		NO BID	EACH		NO BID	EACH	$ 28.97	LAERDAL #886106
70	17377	STETHOSCOPE PLATINUM PEDIATRIC, ADSCOPE 614, PEDIATRIC, OVERALL LENGTH 30.5", ADC (AMERICAN DIAGNOSTIC CORPORATION) ITEM #614P, COLOR-PINK, NO SUBS.	EACH		NO BID	EACH	$ 43.00	ITEM #614P	EACH	$ 35.75	ITEM #614P	EACH	$ 41.00	ST614-PIMK - AMERICAN DIAGNOSTIC	EACH	$ 38.70	ADC #614P	EACH	$ 54.79	MCK #641132, AMERICAN DIAGNOSTIC CORP #614P, STETHOSCOPE, MULTI FREQUENCY CHLD PNK	EACH	$ 41.99	ITEM #614P	EACH		NO BID	EACH	$ 79.32	ITEM #614P
71	17519	TUBING ADAPTER, HUDSON RCI (MFR#1423), 22 MM 10 X 5-7 MM TAPERED NIPPLE, 50/CASE. NO SUBS.	CASE	$ 26.00	MFG# HU01423 TUBING ADAPTOR, 22 MM 1.0. X 5-7 MM TAPER, 50EA/CS	CASE	$ 32.00	MEDLINE HUD 1423	CASE		NO BID	CASE	$ 7.70	OM1811 - VYAIRE MEDICAL - SUBSTITUTE	CASE	$ 32.00	MEDLINE HUD 1423	CASE	$ 21.31	MCK #416522, MEDLINE INDUSTRIES #HUD1423, ADAPTER, OXYGEN 22MM (50/CS)TELFLX	CASE		NO BID	CASE		NO BID	CASE	$ 35.01	MEDLINE HUD 1423
72	17522	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT LG, 3-SET, OHMEDA CONNECT, PULMODYNE. ITEM# 313-7555XN-1 - NO SUBS.	CASE	$ 547.60	MFG# 313-7555XN-1 02 MAX BITRAC ED MASK. W/ NEB, ADULT LG. W/3-SET VALVE. OHMEDA CONNECTOR. FIXED FLOW 10EA/ CS	CASE	$ 618.00	NO BID	CASE		NO BID	CASE	$ 599.00	OC7555XNF-1 - INTERSURGICAL	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE		NO BID
73	17523	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT MED, 3-SET, OHMEDA CONNECT, PULMODYNE. ITEM# 313-7556XN- NO SUBS.	CASE	$ 509.20	313-7556XN 02 MAX BITRAC ED MASK. W/ NEB. ADULT MED. W/3-SET VALVE 10EA/CS	CASE	$ 618.00	PULMODYNE 313-7556XN	CASE		NO BID	CASE	$ 599.00	OC7556XNF-1 INTERSURGICAL	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE	$ 823.02	PULMODYNE 313-7556XN
74	17653	LARGE ADULT CUFF, 32-43 CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR, X SERIES - ZOLL - REUSE-12-2MQ.	EACH		NO BID	EACH	$ 25.00	ZOLL - REUSE-12-2MQ	EACH		NO BID	EACH	$ 24.50	WELC_REUSE-12-2MG - WELCH ALLYN	EACH	$ 23.89	HILL ROM #REUSE-12-MQ	EACH	$ 29.13	MCK #651753, WELCH ALLYN INC. #REUSE-12-2MQ, CUFF, BP 2TU LG ADLT	EACH	$ 28.40	WELCH ALYN MANUFACTURER - PN - REUSE-12-2MQ	EACH		NO BID	EACH	$ 32.89	ZOLL - REUSE-12-2MQ
75	17661	MASIMO RAINBOW R20, SINGLE USE SENSOR FOR PEDIATRICS 10-50 KG, SPO2/SPCO/SPMET, (10 PER CASE) - ZOLL 8000-0339.	CASE	$ 594.30	MFG# 2222 SENSOR, MASIMO RAINBOW R20, PEDIATRIC, ADHESIVE. SPCO, SPMET 10/BX	CASE	$ 981.00	ZOLL 8000-0339	CASE		NO BID	CASE	$ 581.00	PO2222 - MASIMO CORP. - SUBSTITUTE	CASE	$ 915.00	ZOLL 8000-0339	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE	$ 918.77	ZOLL 8000-0339
76	17662	MASIMO RAINBOW R 20-L, SINGLE USE SENSOR FOR INFANTS 3-10 KG, SPO2/SPCO/SPMET, (10 PER CASE) - ZOLL - 8000-0340.	CASE	$ 594.30	MFG# 2220 SENSOR, MASIMO RAINBOW INFANT R20-L, ADHESIVE, DISPOSABLE, 3-30KG 10/BX	CASE	$ 1,176.00	ZOLL - 8000-0340	CASE		NO BID	CASE	$ 581.00	MASI_2220 - MASIMO CORP -	CASE	$ 1,099.50	ZOLL - 8000-0340	CASE		NO BID	CASE		NO BID	CASE		NO BID	CASE	$ 1,101.52	ZOLL - 8000-0340
77	17667	PEDI-PADZ II - ONE PAIR/EACH ZOLL-8900-0810	PAIR	$ 139.74	MFG# 2220 SENSOR, MASIMO RAINBOW INFANT R20-L, ADHESIVE, DISPOSABLE, 3-30KG 10/BX	PAIR	$ 118.00	ZOLL-8900-0810	PAIR		NO BID	PAIR	$ 114.00	EL0810-01 - ZOLL MEDICAL	PAIR	$ 108.50	ZOLL-8900-0810-01	PAIR	$ 158.69	MCK #1090098, ZOLL MEDICAL CORP #8900-0810-01, ELECTRODE, PEDI-PADZ II F/AEDPLUS DEFIB (ISET/EA)	PAIR	$ 131.00	ZOLL-8900-0810-01	PAIR		NO BID	PAIR	$ 114.60	ZOLL-8900-0810
78	17728	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS. CURRENTLY UNDER CONTRACT WITH OSI.	CASE	$ 77.52	MFG# POI 055172 PDI SUPER SANI CLOTH WIPES 6 IN X 6 IN 160/TB 12TB/CS	CASE	$ 84.00	SKU #Q55172	CASE		NO BID	CASE	$ 62.50	AL525 - NICEPAK PDI	CASE	$ 72.50	P. D. I., SKU #Q55172	CASE	$ 101.04	MCK #928732, PROFESSIONAL DISPOSABLES, INC. #QSS172, WIPE, SANICLOTH SUPER GERMICIDE LG (160/CN 12CN/CS)	CASE		NO BID	CASE	$ 104.50	D P-Q55172 SANI-CLOTH SUPER 12/CS	CASE	$ 100.61	SKU #Q55172

ADDENDUM

RE: City of Mobile Bid #6061 for EQUIPMENT MEDICAL

July 2, 2026

Please consider the following to be an Addendum to City of Mobile Bid# 6061 for EQUIPMENT MEDICAL.

1. We have included the MFG and or item numbers to any bid item designated as "No Subs" for clarity.

2. We have updated the discontinued **Rüsch™ LARYNGOSCOPE BLADE** items, Line items 55 – 61 to include the new MFG numbers and Pack size.

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile
JP/lw

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
1	**2078**	EYE WASH, 4 OZ., US 3020.		**EACH**	
2	**2080**	EYE DROPS, TETRASINE, 1/2 OZ., ARTIFICIAL TEARS.		**EACH**	
3	**6871**	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, ADULT, ADC #760-11ABK, NO SUBS.		**EACH**	
4	**6872**	V-VAC STARTER KIT, ONE HAND APPLICATION, SUCTION UNIT, ADAPTER TIP INSTRUCTIONS, LAERDAL MEDICAL, NO SUBS. - **ITEM OK101**		**EACH**	
5	**6878**	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, PEDIATRIC, (CHILD) ADC #760-9CBK, NO SUBS.		**EACH**	
6	**6887**	THOMAS TUBE HOLDER, LAERDAL #600-10000, ADULT, 25 PER BOX, NO SUBS		**BOX**	
7	**6888**	THOMAS TUBE HOLDER, LAERDAL #600-20000, PEDIATRIC, 25 PER BOX, NO SUBS		**BOX**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
8	**6893**	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, THIGH, ADC #760-13TBK, NO SUBS.		**EACH**	
9	**6906**	FAST STRAP, MEDSPEC, T-STYLE, BLUE, NO SUBS - **PRO SPLINT KIT ITEM # SP3908**		**EACH**	
10	**6944**	OB KITS, 12 EACH/CASE		**DOZEN**	
11	**6969**	INTUBATION DETECTORS, TUBE CHECK, AMBU INC #000 172 001, WOLFETORY #EID 100 20 UNITS PER CASE.		**CASE**	
12	**13194**	IMMOBILIZER HEAD, DISPOSABLE, 15"X4"X3", 5.0 OZ URATHANE FOAM, ADHESIVE FASTNER 100% X-RAY TRANSLUCENT. STA-BLOCK 260975, NO SUBS.		**EACH**	
13	**13609**	PILLOW DISPOSABLE, 16"X22", 10 OZ., LATEX FREE, 12/CASE, MEDLINE #NON24391 OR EQUAL		**EACH**	
14	**13612**	WIPES ANTISEPTIC, SANI-HANDS ALC, PDI PRODUCT, INDIVIDUAL PACKETS, CONTAINS 65.9% ETHYL ALCOHOL WITH MOISTURIZING		**CASE**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
15	**13614**	CATHETER IV, 24 GAUGE X 3/4". STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.		**CASE**	
16	**13619**	CATHETER IV, 14 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4251890, NO SUB.		**CASE**	
17	**13624**	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA BLOOD		**CASE**	
18	**13627**	RESUSCITATOR AMBU SPUR II BAG, ADULT, WITH BAG RESERVOIR, 12/CASE AMBU 520 21100, NO SUB.		**CASE**	
19	**13628**	RESUSCITATOR AMBU SPUR II BAG, PEDIATRIC, WITH BAG RESERVOIR, 12/CASE, AMBU 530 213 000, NO SUB.		**CASE**	
20	**13629**	RESUSCITATOR AMBU SPUR II BAG, INFANT, WITH BAG RESERVOIR, 12/CASE AMBU 540 211 000, NO SUB.		**CASE**	
21	**16042**	IV ADMINISTRATION SET, 60 DROP, 83" TUBING, NEEDLELESS INJECTION SITE, 50 PER CASE, AMSINO IV #608306, NO SUBS.		**CASE**	
22	**16043**	IV ADMINISTRATION SET, 10 DROP, 83" TUBING, 2 INJECTION SITES, LATEX FREE 50 PER CASE, AMSINO IV #108306, NO SUBS.		**CASE**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
23	**16044**	IV EXTENSION SET WITH AMSAFE INJECTION SITE, NEEDLELESS INJECTION SITE, LATEX FREE, 100 PER CASE, AMSINO IV EXTENSION #AE3108, NO SUBS.		**CASE**	
24	**16058**	IV PRESSURE INFUSER, INFU-STAT PRESSURE INFUSER, 1000mL, CURAPLEX, DISPOSABLE, 25 PER CASE, #350310		**CASE**	
25	**16059**	COLLAR CERVICAL, INFANT, 50 PER CASE, AMBU #264-501, NO SUBS		**CASE**	
26	**16060**	COLLAR CERVICAL, PEDIATRIC, 50 PER CASE, AMBU #264-502, NO SUBS.		**CASE**	
27	**16061**	COLLAR CERVICAL, NECKLESS, 50 PER CASE, AMBU #264-503, NO SUBS.		**CASE**	
28	**16062**	COLLAR CERVICAL, SHORT, 50 PER CASE, AMBU #264-504, NO SUBS.		**CASE**	
29	**16063**	COLLAR CERVICAL, REGULAR, 50 PER CASE, AMBU #264-505, NO SUBS		**CASE**	
30	**16064**	COLLAR CERVICAL, TALL, 50 PER CASE, AMBU #264-506, NO SUBS		**CASE**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
31	**16174**	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, INFANT, ADC #760-71BK, NO SUB		**EACH**	
32	**16175**	HANDLE V-VAC, LAERDAL V-VAC REPLACEMENT HANDLE, NO SUB - **ITEM 985030**		**EACH**	
33	**16176**	CONNECTOR LAERDAL V-VAC SUCTION UNIT DOUBLE MALE CONNECTORS, PACK OF 10 EACH, NO SUB - **ITEM 985003**		**PACK**	
34	**16177**	ADAPTER TIPS, LAERDAL V-VAC REPLACEMENT ADAPTER TIPS, SUCTION UNIT, 4 EACH PER PACK, NO SUBS - **OK300 - ITEM 985002**		**PACK**	
35	**16178**	CATHETERS LAERDAL V-VAC CATHETERS, SHORT, SUCTION UNIT, 8", 18FR, 4 EACH PER PACK, NO SUB - **MFG# AS834**		**EACH**	
36	**16179**	CARTRIDGE LAERDAL V-VAC REPLACEMENT CARTRIDGE FOR SUCTION UNIT,NO SUBS - **ITEM 985001**		**EACH**	
37	**16183**	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.		**EACH**	
38	**16188**	GAUZE SPONGE, 4"X4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444.		**PACK**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
39	**16191**	WATER STERILE FOR IRRIGATION, USP SEALED OUTER CLOSURE, STERILE SCREW ON INNER CAP, BAXTER, 500 ML, 18 PER CASE, NDC #0338-0004-03.		**CASE**	
40	**16218**	CANNULA INTERLINK VIAL ACCESS, 15 GAUGE, NEEDLESS ACCESS OF A SINGLE DOSE VIAL, BECTON DICKINSON, 303367, NO SUB, 100/BOX.		**BOX**	
41	**16220**	EXTENSION SET,STANDARD BORE,FEMALE LUER LOCK,FLOW CONTROLLER,1 SLIDE CLAMP,1 AMSAFE NEEDLE-FREE Y SITE,ROTATING MALE LUER LOCK,PE POLY POUCH,PRIMING VOLUME:4.0 ML,20" STANDARD BORE TUBING,50/CASE,AMSINO AFS106, NO SUB		**CASE**	
42	**16222**	LANCET ACCU-CHEK SAFE-T-PRO LANCET, SINGLE USE, 200/BOX, ROCHE DIAGNOSTICS #03448622001, NO SUB		**BOX**	
43	**16258**	REMOVER, NAIL POLISH REMOVER PADS, 100/BOX, MEDLINE OR EQUAL		**BOX**	
44	**16264**	BAGS SMARTSAFE PROPERTY BAGS, 315 MM X 275 MM, SMALL SIZE, DESIGNED TO SECURE, TRACK AND RETURN PERSONAL BELONGINGS, (JEWELRY, MEDICATION, DENTURES), 25/BOX, TSG ASSOCIATES - **ITEM# KFM-73250.** NO SUB		**BOX**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
45	**16265**	TOURNIQUET C-A-T, COMBAT APPLICATION TOURNIQUET, 6.5" L X 2.4" W X 1.5" D, BLACK, NSN #6515-01-521-7976, NO SUB		**EACH**	
46	**16272**	CATHETER ANGIOCATH, 14 GAUGE, 3.25", STERILE, BECTON DICKINSON ITEM #BD382268, 10/BOX.		**BOX**	
47	**16287**	GAUZE SPONGES, 12 PLY, 4" X 4", STERILE, LATEX FREE, USP TYPE VII, 50/BX, MEDLINE.		**BOX**	
48	**16302**	MASK INFANT HIGH CONCENTRATION WITH 7' TUBING, HUDSON RCI- TELEFLEX MEDICAL ITEM #395407, INDIVIDUALLY PACKAGED, 50/CASE.		**CASE**	
49	**16304**	MASK AEROSOL ELONGATED ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1083, INDIVIDUALLY PACKAGED, 50/CASE.		**CASE**	
50	**16307**	MASK TRACHEOSTOMY ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1075, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.		**CASE**	
51	**16376**	SHARP CONTAINER, SHARPS DART, SHARPS CONTAINER WITH ONE TIME LOCKABLE SEAL, 6.5", CURAPLEX, 24/CASE, #64250		**CASE**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
52	**16380**	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD,RADIOLUCENT SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, NO SUB		**CASE**	
53	**16382**	CPAP SYSTEM, FLOW-SAFE II, DISPOSALE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, LARGE ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, BLUE PACKAGE, MERCURY MEDICAL #10-57209, 5 PER BOX, NO SUB		**BOX**	
54	**16383**	CPAP SYSTEM, FLOW-SAFE II, DISPOSABLE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, SMALL ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, GREEN PACKAGE, MERCURY MEDICAL #10-57210, 5 PER BOX, NO SUBS.		**BOX**	
55	**16394**	Rüsch™ Polaris™ Single-Use Fiber Optic LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, MACINTOSH SIZE 1, COLOR-CODE WHITE - **ITEM # 4150110** - 10 PER BOX		**BOX**	
56	**16395**	Rüsch™ Polaris™ Single-Use Fiber Optic LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE TURQUOISE, **ITEM #4150120**, MACINTOSH, SIZE 2, 10 PER BOX		**BOX**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
57	16396	Rüsch™ Polaris™ Single-Use Fiber Optic LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE YELLOW, ITEM #4150130, MACINTOSH, SIZE 3, 10 PER BOX, NO SUBS.		BOX	
58	16397	Rüsch™ Polaris™ Single-Use Fiber Optic LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE PINK, ITEM #4150140, MACINTOSH, SIZE 4, 10 PER BOX, NO SUBS.		BOX	
59	16398	Rüsch™ Polaris™ Single-Use Fiber Optic LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE PURPLE, ITEM #4150001, MILLER, SIZE 0, 10 PER BOX, NO SUBS.		BOX	
60	16400	Rüsch™ Polaris™ Single-Use Fiber Optic LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE GRAY, ITEM # 4150020, MILLER, SIZE 2, 10 PER BOX, NO SUBS.		BOX	
61	16402	Rüsch™ Polaris™ Single-Use Fiber Optic LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE LIGHT LAVENDER, **ITEM # 4150040**, MILLER, SIZE 4, 10 PER BOX, NO SUBS.		BOX	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
62	16424	SUCTION UNIT, MECONIUM ASPIRATOR, SINGLE HAND, THUMB PORT, NEOTECH PRODUCT, ELIMINATES MOUTH SUCTIONING OF MECONIUM OF NEWBORNS, 40/BOX - ITEM # NO102 - NO SUBS.		BOX	
63	16471	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 150 PER CASE, SAFEGUARD US OPERATING, LLC, ITEM# FCP-03 - NO SUBS.		CASE	
64	16472	GLUCOSE 15, ORAL GLUCOSE GEL, 15G GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, GRAPE FLAVOR, NDC #0574-0070-30, OR EQUAL.		CASE	
65	16474	GLUCOSE 15, ORAL GLUCOSE GEL, 15G, GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, LEMON FLAVOR, NDC #0574-0069-30, NO SUBS.		CASE	
66	16484	TRANSPORT UNIT, GRAHAM MEGAMOVER, WHITE WITH 14 HANDLES 1000 LB CAPACITY, 40" X 80", 10 PER CASE - ITEM# 51926-7001821 - NO SUBS.		CASE	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
67	**16488**	CUFF BLOOD PRESSURE, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 mmHg MANOMETER, CHROME PLATED BRASS AIR RELIEF VALVE, LEATHERETTE CARRYING CASE, CHILD, ADC #760-9CBK, NO SUBS.		**EACH**	
68	**16513**	CANISTER, SUCTION, HI-FLOW SUCTION CANISTERS WITH AEROSTAT FILTERS AND FLOAT VALVE SHUTOFF, 800CC WITH 6' CONNECTING TUBE, BEMIS, PRODUCT #8002K 055, 50/CASE, NO SUBS.		**CASE**	
69	**16514**	TUBE, VACUUM, LAERDAL SUCTION UNIT, LCSU 4, LAERDAL #886106, EACH, NO SUBS.		**EACH**	
70	**17377**	STETHOSCOPE PLATINUM PEDIATRIC, ADSCOPE 614, PEDIATRIC, OVERALL LENGTH 30.5", ADC (AMERICAN DIAGNOSTIC CORPORATION) ITEM #614P, COLOR-PINK, NO SUBS.		**EACH**	
71	**17519**	TUBING ADAPTER, HUDSON RCI (MFR#1423), 22 MM 10 X 5-7 MM TAPERED NIPPLE, 50/CASE. NO SUBS.		**CASE**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
72	17522	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT LG, 3-SET, OHMEDA CONNECT, C02 SAMPLING LINE. PULMODYNE. ITEM# OC7555XNF-1 - NO SUBS.		CASE	
73	17523	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT MED, 3-SET, OHMEDA CONNECT, C02 SAMPLING LINE. PULMODYNE. ITEM# OC7556XNF - NO SUBS.		CASE	
74	17653	LARGE ADULT CUFF, 32-43 CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR, X SERIES - ZOLL - REUSE-12-2MQ.		EACH	
75	17661	MASIMO RAINBOW R20, SINGLE USE SENSOR FOR PEDIATRICS 10-50 KG, SP02/SPCO/SPMET, (10 PER CASE) - ZOLL 8000-0339.		CASE	
76	17662	MASIMO RAINBOW R 20-L, SINGLE USE SENSOR FOR INFANTS 3-10 KG, SPO2/SPCO/SPMET, (10 PER CASE) - ZOLL - 8000-0340.		CASE	
77	17667	PEDI-PADZ II - ONE PAIR/EACH ZOLL-8900-0810		PAIR	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
78	**17728**	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.		**CASE**	

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: 004

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:
6/24/2026	6061	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M.. Tuesday, July 14, 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
	EQUIPMENT MEDICAL The City of Mobile requests bids for the following items as per attached RFQ. Pricing to be firm for an eight (8) month period after award of bid. At the option of the City and the successful Vendor, the award may be extended for three (3) additional eight (8) month periods. Quote pricing & quote units as specified on REQ. On items with more than one (I) acceptable choice, you must indicate the specific item that you are bidding. Failure to indicate will be entered as a no bid on that item. All substitutions must be indicated on RFQ near description of item specified. Indicate on your bid if an item has been discontinued by the manufacturer. Vendors found to be substituting, without that item being indicated on this bid as a substitution, may lose that awarded item. If vendor states a vendor item number, that item must also state manufacturer's make and model number. Failure to indicate this will be entered as a no bid on that item. It is the responsibility of the vendor to provide the City with the necessary catalogs, samples, or literature to compare the items being bid. If sample is requested, it must be delivered to the City of Mobile within 48 hours. The City reserves the right to reject any item bid by a vendor due to lack of information in order to compare item (i.e. no catalogs, literature, or specifications). Do not send catalog or literature unless requested. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3 The City reserves the right to reject an item from contract if that item fails to perform as needed or does not meet the best needs of the City of Mobile. All quantities purchased will be based on an as-needed basis by City Department. All items/orders to be delivered to departments. All prices quoted are to be delivered prices F.O.B. Mobile. State any special conditions or ordering instructions. (Pay particular attention to instruction #9 on back of page 1.) The City will attempt to send purchase orders for higher amounts; however, due to computerized issuance of P.O.'s, some will be for low dollar amounts. Vendor must accept all (large & small) purchase orders for items awarded. Please note: In an effort to update our bid files, vendor(s) who fail to bid may be removed from medical equipment listings. If you do not wish to bid on the following categories yet wish to remain on bid list for items other than those on the following pages, you must so notify the City of Mobile Purchasing Department in writing as to specific items that you wish to be listed for, otherwise removal may occur. No Bid Bond is required. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. Be sure to sign and return this page including the terms and conditions on the reverse of page 1. THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS. TO BE AWARDED ON AN ITEM BASIS. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.gov. Remember to return this original bid sheet signed along with attached RFQ. IF ITEM DESCRIPTION STATES: NO SUBS OR NO SUBSTITUTIONS, THEN NO SUBS OR NO SUBSTITUTIONS WILL BE ALLOWED FOR THAT ITEM. IF MANUFACTURER HAS DISCONTINUED ITEM, PLEASE STATE THAT BESIDE THE ITEM DESCRIPTION. THANK YOU CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ON AN ITEM BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
1	**2078**	EYE WASH, 4 OZ., US 3020.		**EACH**	
2	**2080**	EYE DROPS, TETRASINE, 1/2 OZ., ARTIFICIAL TEARS.		**EACH**	
3	**6871**	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, ADULT, ADC #760-11ABK, NO SUBS.		**EACH**	
4	**6872**	V-VAC STARTER KIT, ONE HAND APPLICATION, SUCTION UNIT, ADAPTER TIP INSTRUCTIONS, LAERDAL MEDICAL, NO SUBS.		**EACH**	
5	**6878**	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, PEDIATRIC, (CHILD) ADC #760-9CBK, NO SUBS.		**EACH**	
6	**6887**	THOMAS TUBE HOLDER, LAERDAL #600-10000, ADULT, 25 PER BOX, NO SUBS		**BOX**	
7	**6888**	THOMAS TUBE HOLDER, LAERDAL #600-20000, PEDIATRIC, 25 PER BOX, NO SUBS		**BOX**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
8	**6893**	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, THIGH, ADC #760-13TBK, NO SUBS.		**EACH**	
9	**6906**	FAST STRAP, MEDSPEC, T-STYLE, BLUE, NO SUBS		**EACH**	
10	**6944**	OB KITS, 12 EACH/CASE		**DOZEN**	
11	**6969**	INTUBATION DETECTORS, TUBE CHECK, AMBU INC #000 172 001, WOLFETORY #EID 100 20 UNITS PER CASE.		**CASE**	
12	**13194**	IMMOBILIZER HEAD, DISPOSABLE, 15"X4"X3", 5.0 OZ URATHANE FOAM, ADHESIVE FASTNER 100% X-RAY TRANSLUCENT. STA-BLOCK 260975, NO SUBS.		**EACH**	
13	**13609**	PILLOW DISPOSABLE, 16"X22", 10 OZ., LATEX FREE, 12/CASE, MEDLINE #NON24391 OR EQUAL		**EACH**	
14	**13612**	WIPES ANTISEPTIC, SANI-HANDS ALC, PDI PRODUCT, INDIVIDUAL PACKETS, CONTAINS 65.9% ETHYL ALCOHOL WITH MOISTURIZING		**CASE**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
15	**13614**	CATHETER IV, 24 GAUGE X 3/4". STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.		**CASE**	
16	**13619**	CATHETER IV, 14 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4251890, NO SUB.		**CASE**	
17	**13624**	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA BLOOD		**CASE**	
18	**13627**	RESUSCITATOR AMBU SPUR II BAG, ADULT, WITH BAG RESERVOIR, 12/CASE AMBU 520 21100, NO SUB.		**CASE**	
19	**13628**	RESUSCITATOR AMBU SPUR II BAG, PEDIATRIC, WITH BAG RESERVOIR, 12/CASE, AMBU 530 213 000, NO SUB.		**CASE**	
20	**13629**	RESUSCITATOR AMBU SPUR II BAG, INFANT, WITH BAG RESERVOIR, 12/CASE AMBU 540 211 000, NO SUB.		**CASE**	
21	**16042**	IV ADMINISTRATION SET, 60 DROP, 83" TUBING, NEEDLELESS INJECTION SITE, 50 PER CASE, AMSINO IV #608306, NO SUBS.		**CASE**	
22	**16043**	IV ADMINISTRATION SET, 10 DROP, 83" TUBING, 2 INJECTION SITES, LATEX FREE 50 PER CASE, AMSINO IV #108306, NO SUBS.		**CASE**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
23	**16044**	IV EXTENSION SET WITH AMSAFE INJECTION SITE, NEEDLELESS INJECTION SITE, LATEX FREE, 100 PER CASE, AMSINO IV EXTENSION #AE3108, NO SUBS.		**CASE**	
24	**16058**	IV PRESSURE INFUSER, INFU-STAT PRESSURE INFUSER, 1000mL, CURAPLEX, DISPOSABLE, 25 PER CASE, #350310		**CASE**	
25	**16059**	COLLAR CERVICAL, INFANT, 50 PER CASE, AMBU #264-501, NO SUBS		**CASE**	
26	**16060**	COLLAR CERVICAL, PEDIATRIC, 50 PER CASE, AMBU #264-502, NO SUBS.		**CASE**	
27	**16061**	COLLAR CERVICAL, NECKLESS, 50 PER CASE, AMBU #264-503, NO SUBS.		**CASE**	
28	**16062**	COLLAR CERVICAL, SHORT, 50 PER CASE, AMBU #264-504, NO SUBS.		**CASE**	
29	**16063**	COLLAR CERVICAL, REGULAR, 50 PER CASE, AMBU #264-505, NO SUBS		**CASE**	
30	**16064**	COLLAR CERVICAL, TALL, 50 PER CASE, AMBU #264-506, NO SUBS.		**CASE**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
31	**16174**	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, INFANT, ADC #760-71BK, NO SUBS		**EACH**	
32	**16175**	HANDLE V-VAC, LAERDAL V-VAC REPLACEMENT HANDLE, NO SUBS.		**EACH**	
33	**16176**	CONNECTOR LAERDAL V-VAC SUCTION UNIT DOUBLE MALE CONNECTORS, PACK OF 10 EACH, NO SUBS.		**PACK**	
34	**16177**	ADAPTER TIPS, LAERDAL V-VAC REPLACEMENT ADAPTER TIPS, SUCTION UNIT, 4 EACH PER PACK, NO SUBS.		**PACK**	
35	**16178**	CATHETERS LAERDAL V-VAC CATHETERS, SHORT, SUCTION UNIT, 8", 18FR, 4 EACH PER PACK, NO SUBS.		**PACK**	
36	**16179**	CARTRIDGE LAERDAL V-VAC REPLACEMENT CARTRIDGE FOR SUCTION UNIT,NO SUBS.		**EACH**	
37	**16183**	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.		**EACH**	
38	**16188**	GAUZE SPONGE, 4"X4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444.		**PACK**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
39	**16191**	WATER STERILE FOR IRRIGATION, USP SEALED OUTER CLOSURE, STERILE SCREW ON INNER CAP, BAXTER, 500 ML, 18 PER CASE, NDC #0338-0004-03.		**CASE**	
40	**16218**	CANNULA INTERLINK VIAL ACCESS, 15 GAUGE, NEEDLESS ACCESS OF A SINGLE DOSE VIAL, BECTON DICKINSON, 303367, NO SUBS, 100/BOX.		**BOX**	
41	**16220**	EXTENSION SET,STANDARD BORE,FEMALE LUER LOCK,FLOW CONTROLLER,1 SLIDE CLAMP,1 AMSAFE NEEDLE-FREE Y SITE,ROTATING MALE LUER LOCK,PE POLY POUCH,PRIMING VOLUME:4.0 ML,20" STANDARD BORE TUBING,50/CASE,AMSINO AFS106, NO SUBS.		**CASE**	
42	**16222**	LANCET ACCU-CHEK SAFE-T-PRO LANCET, SINGLE USE, 200/BOX, ROCHE DIAGNOSTICS #03448622001, NO SUBS.		**BOX**	
43	**16258**	REMOVER, NAIL POLISH REMOVER PADS, 100/BOX, MEDLINE OR EQUAL		**BOX**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
44	**16264**	BAGS SMARTSAFE PROPERTY BAGS, 315 MM X 275 MM, SMALL SIZE, DESIGNED TO SECURE, TRACK AND RETURN PERSONAL BELONGINGS, (JEWELRY, MEDICATION, DENTURES), 25/BOX, TSG ASSOCIATES ITEM, NO SUBS.		**BOX**	
45	**16265**	TOURNIQUET C-A-T, COMBAT APPLICATION TOURNIQUET, 6.5" L X 2.4" W X 1.5" D, BLACK, NSN #6515-01-521-7976, NO SUBS.		**EACH**	
46	**16272**	CATHETER ANGIOCATH, 14 GAUGE, 3.25", STERILE, BECTON DICKINSON ITEM #BD382268, 10/BOX.		**BOX**	
47	**16287**	GAUZE SPONGES, 12 PLY, 4" X 4", STERILE, LATEX FREE, USP TYPE VII, 50/BX, MEDLINE.		**BOX**	
48	**16302**	MASK INFANT HIGH CONCENTRATION WITH 7' TUBING, HUDSON RCI- TELEFLEX MEDICAL ITEM #395407, INDIVIDUALLY PACKAGED, 50/CASE.		**CASE**	
49	**16304**	MASK AEROSOL ELONGATED ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1083, INDIVIDUALLY PACKAGED, 50/CASE.		**CASE**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
50	**16307**	MASK TRACHEOSTOMY ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1075, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.		**CASE**	
51	**16376**	SHARP CONTAINER, SHARPS DART, SHARPS CONTAINER WITH ONE TIME LOCKABLE SEAL, 6.5", CURAPLEX, 24/CASE, #64250		**CASE**	
52	**16380**	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD,RADIOLUCENT SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, NO SUBS		**CASE**	
53	**16382**	CPAP SYSTEM, FLOW-SAFE II, DISPOSABLE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, LARGE ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, BLUE PACKAGE, MERCURY MEDICAL #10-57209, 5 PER BOX, NO SUBS.		**BOX**	
54	**16383**	CPAP SYSTEM, FLOW-SAFE II, DISPOSABLE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, SMALL ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, GREEN PACKAGE, MERCURY MEDICAL #10-57210, 5 PER BOX, NO SUBS.		**BOX**	
55	**16394**	RUSCH EQUIPLITE LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, MACINTOSH SIZE 1, COLOR-CODE WHITE		**BOX**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
56	**16395**	RUSCH EQUIPLITE LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE TURQOISE, ITEM #004651002, MACINTOSH, SIZE 2, 20 PER BOX		**BOX**	
57	**16396**	RUSCH EQUIPLITE LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE YELLOW, ITEM #004651003, MACINTOSH, SIZE 3, 20 PER BOX, NO SUBS.		**BOX**	
58	**16397**	RUSCH EQUIPLITE LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE PINK, ITEM #004651004, MACINTOSH, SIZE 4, 20 PER BOX, NO SUBS.		**BOX**	
59	**16398**	RUSCH EQUIPLITE LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE PURPLE, ITEM #004650000, MILLER, SIZE 0, 20 PER BOX, NO SUBS.		**BOX**	
60	**16400**	RUSCH EQUIPLITE LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE GRAY, ITEM #004650002, MILLER, SIZE 2, 20 PER BOX, NO SUBS.		**BOX**	
61	**16402**	RUSCH EQUIPLITE LARYNGOSCOPE BLADE, DISPOSABLE, LED, TELEFLEX, COLOR-CODE LIGHT LAVENDER, ITEM #004650004, MILLER, SIZE 4, 20 PER BOX, NO SUBS.		**BOX**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
62	**16424**	SUCTION UNIT, MECONIUM ASPIRATOR, SINGLE HAND, THUMB PORT, NEOTECH PRODUCT, ELIMINATES MOUTH SUCTIONING OF MECONIUM OF NEWBORNS, 40/BOX, NO SUBS.		**BOX**	
63	**16471**	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 100 PER CASE, NO SUBS.		**CASE**	
64	**16472**	GLUCOSE 15, ORAL GLUCOSE GEL, 15G GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, GRAPE FLAVOR, NDC #0574-0070-30, OR EQUAL.		**CASE**	
65	**16474**	GLUCOSE 15, ORAL GLUCOSE GEL, 15G, GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, LEMON FLAVOR, NDC #0574-0069-30, NO SUBS.		**CASE**	
66	**16484**	TRANSPORT UNIT, GRAHAM MEGAMOVER, WHITE WITH 14 HANDLES 1000 LB CAPACITY, 40" X 80", 10 PER CASE, NO SUBS.		**CASE**	
67	**16488**	CUFF BLOOD PRESSURE, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 mmHg MANOMETER, CHROME PLATED BRASS AIR RELIEF VALVE, LEATHERETTE CARRYING CASE, CHILD, ADC #760-9CBK, NO SUBS.		**EACH**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
68	**16513**	CANISTER, SUCTION, HI-FLOW SUCTION CANISTERS WITH AEROSTAT FILTERS AND FLOAT VALVE SHUTOFF, 800CC WITH 6' CONNECTING TUBE, BEMIS, PRODUCT #8002K 055, 50/CASE, NO SUBS.		**CASE**	
69	**16514**	TUBE, VACUUM, LAERDAL SUCTION UNIT, LCSU 4, LAERDAL #886106, EACH, NO SUBS.		**EACH**	
70	**17377**	STETHOSCOPE PLATINUM PEDIATRIC, ADSCOPE 614, PEDIATRIC, OVERALL LENGTH 30.5", ADC (AMERICAN DIAGNOSTIC CORPORATION) ITEM #614P, COLOR-PINK, NO SUBS.		**EACH**	
71	**17519**	TUBING ADAPTER, HUDSON RCI (MFR#1423), 22 MM 10 X 5-7 MM TAPERED NIPPLE, 50/CASE. NO SUBS.		**CASE**	
72	**17522**	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT LG, 3-SET, OHMEDA CONNECT, C02 SAMPLING LINE. PULMODYNE. NO SUBS.		**CASE**	
73	**17523**	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT MED, 3-SET, OHMEDA CONNECT, C02 SAMPLING LINE. PULMODYNE. NO SUBS.		**CASE**	

LINE	ITEM	DESCRIPTION	NOTES (MAKE/ITEM#)	UOM	PRICE
74	**17653**	LARGE ADULT CUFF, 32-43 CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR, X SERIES - ZOLL - REUSE-12-2MQ.		**EACH**	
75	**17661**	MASIMO RAINBOW R20, SINGLE USE SENSOR FOR PEDIATRICS 10-50 KG, SP02/SPCO/SPMET, (10 PER CASE) - ZOLL 8000-0339.		**CASE**	
76	**17662**	MASIMO RAINBOW R 20-L, SINGLE USE SENSOR FOR INFANTS 3-10 KG, SPO2/SPCO/SPMET, (10 PER CASE) - ZOLL - 8000-0340.		**CASE**	
77	**17667**	PEDI-PADZ II - ONE PAIR/EACH ZOLL-8900-0810		**PAIR**	
78	**17728**	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.		**CASE**	

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

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 accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
6061	MEDICAL EQUIPMENT AND SUPPLIES	78	VARIOUS, SEE BID TAB	JULY 18, 2026-MARCH 18, 2027, renewable	MULTIPLE

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Acta Solutions Inc for one-year subscription to Acta Mustang Microsoft Outlook plug-in for public query responses for Historic Development, Planning & Zoning, and Permitting departments.

Amount of Contract:
$23,700.00

Funding Source
General fund

ATTACHMENTS:
1. 20260728 Acta Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 4 August 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 Acta Solutions Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Acta Solutions Inc for one-year subscription to Acta Mustang Microsoft Outlook plug-in for public query responses for Historic Development, Planning & Zoning, and Permitting departments. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $23,700.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

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
15840	2026	(3040) BUILD MOBILE EXEC DIRECTOR	ONE-YEAR SUBSCRIPTION TO ACTA MUSTANG MICROSOFT OUTLOOK PLUG-IN FOR PUBLIC QUERY RESPONSES FOR HISTORIC DEVELOPMENT, PLANNING & ZONING, AND PERMITTING DEPARTMENTS (BID EXEMPT AS SOFTWARE)	$23,700.00	(298693) ACTA SOLUTIONS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00015840-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3040.3042.3000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ACTA SOLUTIONS INC	CITY PLANNING ADMINISTRATION
201 W MAIN ST	205 GOVERNMENT STREET
SUITE 100 PMB 309	3RD FLR S TOWER ROOM 334
	MOBILE, AL 36644
DURHAM, NC 27701	LISA.WATKINS@CITYOFMOBILE.GOV
Tel#317-677-6787	Delivery Reference
	ACTA ADD-ON/HIST DEV
	Deliver To
	CITY PLANNING ADMINISTRATION
	205 GOVERNMENT STREET
	3RD FLR S TOWER ROOM 334
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/26	298693	07/31/26			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER YOUR QUOTE.			
	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
001	SOFTWARE, AS SPECIFIED: ACTA MUSTANG ADD-ON TO MICROSOFT OFFICE, BASIC ANNUAL SUBSCRIPTION, 1 KNOWLEDGE BASE FOR 6 USERS IN HISTORIC DEVELOPMENT.	12.00 MONTH	474.00000	5688.00
	1 1000.45.20.3040.3042.3000.0000.0000.42115.			5688.00
	Ship To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644 Delivery Reference ACTA ADD-ON/HIST DEV			
	Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644			
002	SOFTWARE, AS SPECIFIED: ACTA	12.00	711.00000	8532.00

Bill To	Requisition 00015840-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3040.3042.3000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
ACTA SOLUTIONS INC	CITY PLANNING ADMINISTRATION
201 W MAIN ST	205 GOVERNMENT STREET
SUITE 100 PMB 309	3RD FLR S TOWER ROOM 334
	MOBILE, AL 36644
DURHAM, NC 27701	LISA.WATKINS@CITYOFMOBILE.GOV
Tel#317-677-6787	Delivery Reference
	ACTA ADD-ON/HIST DEV
	Deliver To
	CITY PLANNING ADMINISTRATION
	205 GOVERNMENT STREET
	3RD FLR S TOWER ROOM 334
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/26	298693	07/31/26			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
	MUSTANG ADD-ON TO MICROSOFT OFFICE, BASIC ANNUAL SUBSCRIPTION, 1 KNOWLEDGE BASE FOR 9 USERS IN PLANNING & ZONING.	MONTH		
	1 1000.45.20.3040.3044.3000.0000.0000.42115.			8532.00
	Ship To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644 Delivery Reference ACTA ADD-ON/HIST DEV			
	Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644			
003	SOFTWARE, AS SPECIFIED: ACTA MUSTANG ADD-ON TO MICROSOFT OFFICE, BASIC ANNUAL SUBSCRIPTION, 1 KNOWLEDGE BASE FOR 10 USERS IN PERMITTING.	12.00 MONTH	790.00000	9480.00
	1 1000.45.20.5520.5520.3000.0000.0000.42115.			9480.00

Bill To	Requisition 00015840-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3040.3042.3000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
ACTA SOLUTIONS INC	CITY PLANNING ADMINISTRATION
201 W MAIN ST	205 GOVERNMENT STREET
SUITE 100 PMB 309	3RD FLR S TOWER ROOM 334
	MOBILE, AL 36644
DURHAM, NC 27701	LISA.WATKINS@CITYOFMOBILE.GOV
Tel#317-677-6787	Delivery Reference
	ACTA ADD-ON/HIST DEV
	Deliver To
	CITY PLANNING ADMINISTRATION
	205 GOVERNMENT STREET
	3RD FLR S TOWER ROOM 334
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/26	298693	07/31/26			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
CITY PLANNING ADMINISTRATION
205 GOVERNMENT STREET
3RD FLR S TOWER ROOM 334
MOBILE, AL 36644
Delivery Reference
ACTA ADD-ON/HIST DEV

Deliver To
CITY PLANNING ADMINISTRATION
205 GOVERNMENT STREET
3RD FLR S TOWER ROOM 334
MOBILE, AL 36644

Requisition Link

Requisition Total 23700.00

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

Account		Amount	Remaining Budget
1000.45.20.3040.3042.3000.0000.0000.42115.			
	HISTORIC DEVELOPMENT EXP SOFTWARE COSTS	5688.00	9049.23
1000.45.20.3040.3044.3000.0000.0000.42115.			
	PLANNING & ZONING EXP SOFTWARE COSTS	8532.00	26216.52
1000.45.20.5520.5520.3000.0000.0000.42115.			
	PERMITTING EXP SOFTWARE COSTS	9480.00	17893.15

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

Bill To	Requisition 00015840-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.45.20.3040.3042.3000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
ACTA SOLUTIONS INC 201 W MAIN ST SUITE 100 PMB 309 DURHAM, NC 27701 Tel#317-677-6787	CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.GOV Delivery Reference ACTA ADD-ON/HIST DEV Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/26	298693	07/31/26			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	07/27/26	DONALD ROSE	Auto approved by: 9105fola		
	Approved	07/27/26	SANDRA LEWIS	Auto approved by: 9105fola		
	Approved	07/27/26	STEVEN KRONINGER	Auto approved by: 9105fola		
	Approved	07/27/26	MARYLYN BUSCHELL	Auto approved by: 9105fola		
	Approved	07/27/26	JAMES NEESE	Auto approved by: 9105fola		
	Approved	07/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola		
	Approved	07/27/26	REBECCA CRUMPLER	Auto approved by: 9105fola		
	Approved	07/27/26	ANNE FOLEY			
	Approved	07/27/26	JOHN PAINE	Auto approved by: 9105fola		

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 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 uninterruptible power supplies and racks for MPD security cameras.

Amount of Contract:
$16,595.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260728 CDW2 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 4 August 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 uninterruptible power supplies and racks for MPD security cameras.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $16,595.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement, Sourcewell cooperative purchasing agreement

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
15731	2026	(5000) INFORMATION TECHNOLOGY	UNINTERRUPTIBLE POWER SUPPLIES AND MOUNTING RACKS FOR MPD SECURITY CAMERAS (PRICE BELOW BID REQUIREMENT; SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	$16,595.00	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00015731-00 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 1

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER SOURCEWELL CONTRACT #121923 CDWG TECH AND YOUR QUOTE #PXXC416.			
001	StarTech PC Wall Mount Bracket For Desktop Computers Up To 40lbs, Toolless Mfg. Part#: 2NS-CPU-WALL-MOUNT The Above Line Item Is For Department: PUB SAF AD	30.00 EACH	83.48000	2504.40
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			2504.40
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	APC Back-UPS 850, Compact Tower, 850VA, 120V, AVR, LCD, 8 NEMA outlets (4 s Mfg. Part#: BX850M UNSPSC: 26111701 The Above Line Item Is For Department: PUB SAF AD	40.00 EACH	182.88000	7315.20
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			7315.20

Bill To	Requisition 00015731-00 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 2

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#877-501-2756	
Fax 312-705-0431	
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Tripp Lite 6U Wall Mount Rack Enclosure Cabinet Wallmount Rack Switch Depth Mfg. Part#: SRW6U UNSPSC: 43201601 The Above Line Item Is For Department: PUB SAF AD	10.00 EACH	225.53000	2255.30
1	1000.30.15.1500.1500.1500.0000.0000.47010.			2255.30
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To	Requisition 00015731-00 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	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
004	APC Back-UPS Pro, 1500VA 900W, Tower, 120V, 10x NEMA 5-15R outlets, AVR, US Mfg. Part#: BR1500MS2	15.00 EACH	301.34000	4520.10
	The Above Line Item Is For Department: PUB SAF AD			
1	1000.30.15.1500.1500.1500.0000.0000.47010.			4520.10

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 16595.00

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

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.47010.	16595.00	483468.15
PUBLIC SAFTEY ADMIN EXP	EQUIPMENT (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	07/22/26	CURTIS GRAVES	NA
Approved	07/22/26	GREG HOLLIDAY	Auto approved by: 91057606

Bill To	Requisition 00015731-00 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	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/22/26	SCOTT KEARNEY			
	Approved	07/22/26	UDARA JAYASENA		Auto approved by: 91057606	
	Approved	07/28/26	DONALD ROSE		Auto approved by: 9105fola	
	Approved	07/28/26	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	07/28/26	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	07/28/26	MARYLYN BUSCHELL		Auto approved by: 9105fola	
	Approved	07/28/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	07/28/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	07/28/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	07/28/26	ANNE FOLEY			
	Approved	07/28/26	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 | 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

Ready to move forward?

Our dedicated team is here to help you request a quote, ask a contract question, or learn more about cooperative purchasing.

Request a quote or ask a question

Call 877-585-9706

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.

Sourcewell is a local unit of government under Minnesota state statute, and competitively solicits and awards contracts. Purchasing agencies are responsible for performing due diligence and ensuring compliance with applicable federal, state, and local laws, as well as specific funding requirements, in consultation with legal counsel.

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code*

1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to CDW Government LLC, for network switches, power supplies, and transceivers for Saenger Theatre and Maritime Museum.

Amount of Contract:
$45,588.44

Funding Source
General fund.

ATTACHMENTS:
1. 20260723 CDW Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 4 August 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 network switches, power supplies, and transceivers for Saenger Theatre and Maritime Museum.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $45,588.44

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 at price less than 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
15734	2026	(5000) INFORMATION TECHNOLOGY	NETWORK SWITCHES, POWER SUPPLIES< AND TRANSCEIVERS FOR SAENGER THEATRE AND MARITIME MUSEUM (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, AT PRICE LESS THAN STATE CONTRACT)	$45,588.44	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00015734-00 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	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	PAUL CLARKE
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER SOURCEWELL CONTRACT #121923 AND YOUR QUOTE #PXTC204.			
001	HPE Networking 6200M 24G Class4 PoE 4SFP+ - switch - 24 ports - managed - r Mfg. Part#: R8Q68A	7.00 EACH	3016.00000	21112.00
	The Above Line Item Is For Department: PUB SAF AD			
1	1000.30.15.1500.1500.1500.0000.0000.47010.			21112.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference PAUL CLARKE			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	HPE Networking X372 - power supply - hot-plug redundant - 680 Watt Mfg. Part#: JL086A#ABA UNSPSC: 39121004	18.00 EACH	358.00000	6444.00

Bill To	Requisition 00015734-00 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	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference PAUL CLARKE Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	The Above Line Item Is For Department: PUB SAF AD			
1	1000.30.15.1500.1500.1500.0000.0000.47010.			6444.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference PAUL CLARKE Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	HPE Networking 2930F 12G PoE+ 2G 2SFP+ - switch - 12 ports - managed - rack Mfg. Part#: JL693A#ABA	8.00 EACH	799.89000	6399.12
	The Above Line Item Is For Department: PUB SAF AD			
1	1000.30.15.1500.1500.1500.0000.0000.47010.			6399.12

Bill To	Requisition 00015734-00 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	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference PAUL CLARKE Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference PAUL CLARKE Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	HPE Networking 6200M 48G Class4 PoE 4SFP+ Switch - switch - Max. Stacking D Mfg. Part#: R8Q70A The Above Line Item Is For Department: PUB SAF AD	2.00 EACH	4595.00000	9190.00
1	1000.30.15.1500.1500.1500.0000.0000.47010.			9190.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference PAUL CLARKE Deliver To MIT 651 CHURCH STREET			

Bill To	Requisition 00015734-00 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	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference PAUL CLARKE Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
005	APC Back-UPS 850, Compact Tower, 850VA, 120V, AVR, LCD, 8 NEMA outlets (4 s Mfg. Part#: BX850M UNSPSC: 26111701 The Above Line Item Is For Department: PUB SAF AD	8.00 EACH	182.88000	1463.04
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			1463.04
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference PAUL CLARKE Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	Proline HP J4859C Compatible TAA 1000Base-LX SFP Transceiver (SMF, 1310nm, Mfg. Part#: J4859C-PRO UNSPSC: 43201553 The Above Line Item Is For Department: PUB SAF AD	12.00 EACH	81.69000	980.28
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			980.28

Bill To	Requisition 00015734-00 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 5

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	PAUL CLARKE
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
PAUL CLARKE

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 45588.44

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

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.47010.	45588.44	486854.79
PUBLIC SAFTEY ADMIN EXP EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	07/22/26	CURTIS GRAVES	NA
Approved	07/22/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	07/22/26	SCOTT KEARNEY	
Approved	07/22/26	UDARA JAYASENA	Auto approved by: 91057606
Approved	07/23/26	DONALD ROSE	Auto approved by: 9105fola
Approved	07/23/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	07/23/26	STEVEN KRONINGER	Auto approved by: 9105fola

Bill To	Requisition 00015734-00 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 6

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	PAUL CLARKE
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/23/26	MARYLYN BUSCHELL		Auto approved by: 9105fola	
	Approved	07/23/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	07/23/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	07/23/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	07/23/26	ANNE FOLEY			
	Approved	07/23/26	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 | 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

Ready to move forward?

Our dedicated team is here to help you request a quote, ask a contract question, or learn more about cooperative purchasing.

Request a quote or ask a question

Call 877-585-9706

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.

Sourcewell is a local unit of government under Minnesota state statute, and competitively solicits and awards contracts. Purchasing agencies are responsible for performing due diligence and ensuring compliance with applicable federal, state, and local laws, as well as specific funding requirements, in consultation with legal counsel.

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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: August 4, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Kone Inc to upgrade central processing units and software for Cruise Terminal elevators.

Amount of Contract:
$29,976.40

Funding Source
Capital - Cruise Terminal Equmt & Misc

ATTACHMENTS:
1. 20260728 Kone Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 4 August 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 Kone Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Kone Inc to upgrade central processing units and software for Cruise Terminal elevators.

Capital - Cruise Terminal Equmt & Misc

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,976.40

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, Omnia cooperative purchasing agreement, not on state contract

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

How many bidders submitted bids (if applicable): na

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

_____

_____

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14900	2026	(3035) FACILITY MAINTENANCE	UPGRADE CENTRAL PROCESSING UNITS AND SOFTWARE FOR CRUISE TERMINAL ELEVATORS (PRICE BELOW BID REQUIREMENT, OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$29,976.40	(273592) KONE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00014900-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
KONE INC	BUILDING SERVICES
30604 SGT. E. I. BOOTS THOMAS	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	KATIE CASSIL
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/26	273592				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes KONE INC'S PROPOSAL (NO NUMBER) DATED 5/18/2026 FOR UPGRADING OBSOLETE SORTWARE AND CPU's IN THE FIVE (5) ELEVATORS AT THE CRUISE TERMINAL (REQ 14900). TO BE PAID UNDER C0259 FOR NC-003-26. TOTAL AMOUNT TO BE PAID: $29,976.40 APPROVED FOR R/PO PER C.HOLM			
001	PER PROPOSAL (NO NUMBER) DATED 5/18/2026, TO PROVIDE UPGRADING OBSOLETE SORTWARE AND CPU's IN THE FIVE (5) ELEVATORS AT THE CRUISE TERMINAL. TOTAL: $29,976.40 (REQ 14900)	1.00 EACH	29976.40000	29976.40
1	2000.80.00.0000.0000.0000.0000.0000.42140. E C0259 .NONCONTRCT. .			29976.40

Ship To
BUILDING SERVICES
205 GOVERNMENT STREET
5TH FL S TOWER RM 542 & 543
MOBILE, AL 36644
Delivery Reference
KATIE CASSIL

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604

Requisition Link

Bill To	Requisition 00014900-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
KONE INC	BUILDING SERVICES
30604 SGT. E. I. BOOTS THOMAS	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	KATIE CASSIL
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/26	273592				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			29976.40

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

Account			Amount	Remaining Budget
E C0259	.NONCONTRCT.	.	29976.40	112941.94

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42140.		
	29976.40	57988.76

CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES

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

Activity	Date	Clerk	Comment
Approved	07/09/26	DONNA BRYARS	
Approved	07/09/26	LOGAN GEWIN	Auto approved by: 910519237
Approved	07/09/26	BRENDA RHODES	
Approved	07/09/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/10/26	DONALD ROSE	Auto approved by: 9105paij
Approved	07/10/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/10/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	07/10/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	07/10/26	JAMES NEESE	Auto approved by: 9105paij
Approved	07/10/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	07/10/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	07/10/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	07/10/26	JOHN PAINE	

Authorized By: _____ Date: _____

Bill To	Requisition 00014900-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
KONE INC	BUILDING SERVICES
30604 SGT. E. I. BOOTS THOMAS	205 GOVERNMENT STREET
	5TH FL S TOWER RM 542 & 543
	MOBILE, AL 36644
SPANISH FORT, AL 36527	KATIE.CASSIL@CITYOFMOBILE.ORG
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	KATIE CASSIL
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/07/26	273592				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Signature

OMNIA PARTNERS

Industries | Solutions | About Us | Resources & Events | Get Started | OPUS Log In

KONE

A global leader in elevators, escalators, and people flow solutions

KONE designs and delivers elevators, escalators, and moving walks and ramps — along with modernization and maintenance services — to keep people moving safely and smoothly. With a focus on innovation, sustainability, and user experience, KONE helps make urban life flow better.

Behind the scenes, KONE Service Technicians work to ensure elevators and escalators are dependable, efficient, and ready to meet the demands of daily life.

The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

Click Your Industry

- Education | Government
- Nonprofit
- Corporate | Enterprise
- Real Estate
- Private Equity

Public Sector

- K-12 Education
- Higher Education
- State & Local Government

With a nationwide team of dedicated vertical transportation professionals, KONE can assist with all your service, repair and modernization needs, available through OMNIA Partners competitively solicited and publicly awarded cooperative contracts.

- **Elevator, Escalator, Chairlift and Platform Lift Maintenance & Repair and Related Services**
  University of California, CA | 2019001564
- **Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions**
  City of Kansas City, MO | EV2516

CONTRACT DOCUMENTATION | CONTACT US

KONE Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Elevator, Escalator, Chairlift and Platform Lift Maintenance & Repair and Related Services

University of California, CA
Contract Number: 2019001564

Initial Term: October 1, 2019 through September 30, 2024
Renewal Options: Option to renew for five (5) additional one-year periods through September 30, 2029
RENEWED THROUGH August 31, 2029

DOWNLOAD CONTRACT FILES

Executive Summary & Overview

- Executive Summary
- Pricing
- AZ Due Diligence

Master Agreement Documents

- Official Signed Master Agreement
- New Jersey Business Compliance
- Federal Funds Certifications
- Contract Amendment 1 - Service Fee Pricing Increase
- Contract Amendment 2 - Add Vertical Transportation Services - new construction & modernization

Evaluation & Award Documents

- Contract Award Letter
- Contract Award Documents
- Evaluation Documents

Solicitation Process

- Original Request for Proposal
- RFP Request List
- Proof of Publication

Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

City of Kansas City, MO
Contract Number: EV2516

Initial Term: December 1, 2018 through November 30, 2024
Renewal Options: Option to renew (5) additional one-year periods through November 30, 2029
RENEWED THROUGH November 30, 2029

DOWNLOAD CONTRACT FILES

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Contract EV2516
- EV2516 Terms & Conditions
- EV2516 Attachment D: Scope of Services

- EV2516 Attachment F: Insurance
- EV2516 Exhibit 4
- Recommendation of Award Letter
- Contract Amendment 1

Solicitation Process

- RFP EV2516
- RFP EV2516 Addendum 1
- RFP Posting Document

INDUSTRIES
K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS
Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS

OMNIA® PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

BECOME A MEMBER

Privacy Policy | Terms of Use | Do Not Sell/Share My Personal Information

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. With the exception of the contracts referenced below, the Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135. **Please note, "dynamic pricing" contracts, including but not limited to, awarded Contracts MA3457 and R-TC-17006, are specifically excluded from this approval.**

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Major League Landscaping LLC for storm drainage vegetation and debris removal - 2136 Spring Grove East to Summer Crossings

Amount of Contract:
$21,334.28

Funding Source
General fund

ATTACHMENTS:
1. 20260728 Major Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 4 Aug 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

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

Reviewed by: _____ (Executive Director)

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

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Major League Landscaping LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Major League Landscaping LLC for storm drainage vegetation and debris removal - 2136 Spring Grove East to Summer Crossings

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $21,334.28

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
15312	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 2136 SPRING GROVE EAST TO SUMMER CROSSINGS (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$21,334.28	(300091) MAJOR LEAGUE LANDSCAPING LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00015312-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
MAJOR LEAGUE LANDSCAPING LLC	PUBLIC WORKS ADMIN.
7370 BORDER CIRCLE N	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36608	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251-404-3779	
	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
07/14/26	300091				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-146 2136 SPRING GROVE E TO SUMMER CROSSINGS	1.00 EACH	21334.28000	21334.28

Additional Description Notes

DISTRICT 6

1 1000.40.20.2070.2096.2070.0000.0000.42155. 21334.28

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 21334.28

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	21334.28	1975309.66
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00015312-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
MAJOR LEAGUE LANDSCAPING LLC	PUBLIC WORKS ADMIN.
7370 BORDER CIRCLE N	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36608	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251-404-3779	
	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
07/14/26	300091				PUBLIC SERVICES ADMINISTRAT

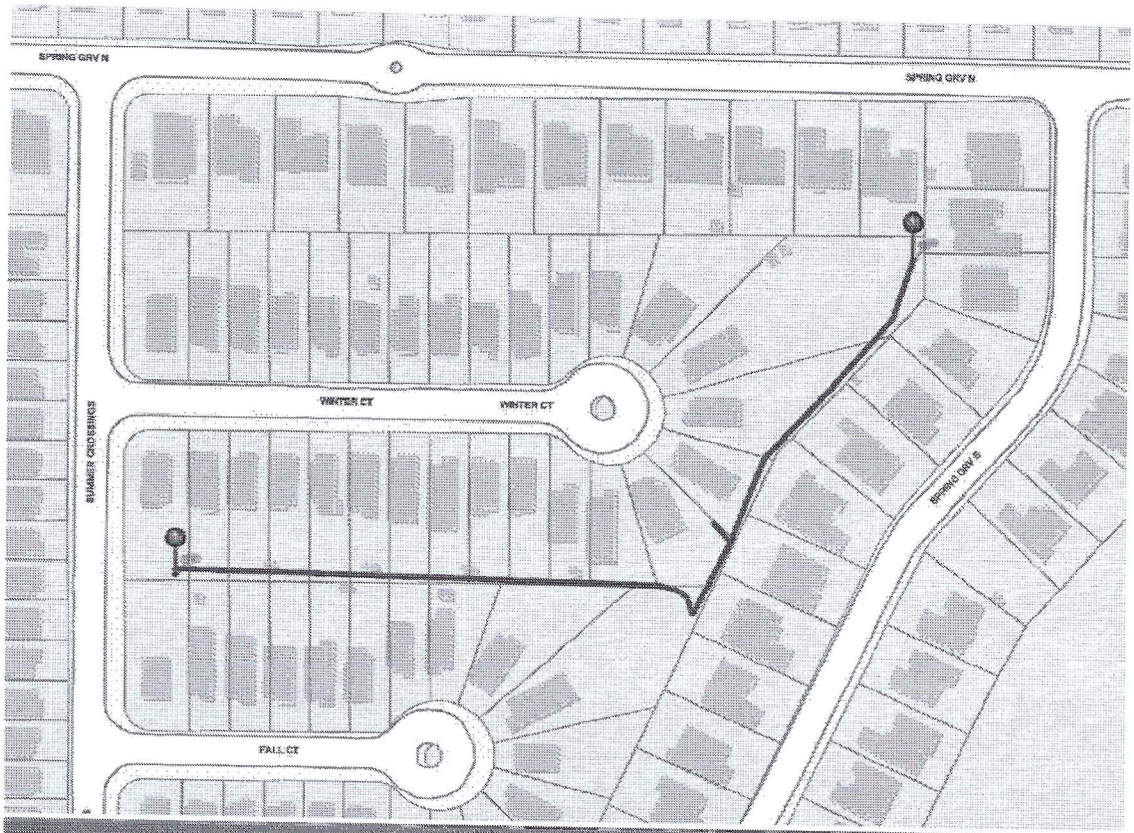
LN	Description / Account	Qty	Unit Price	Net Price

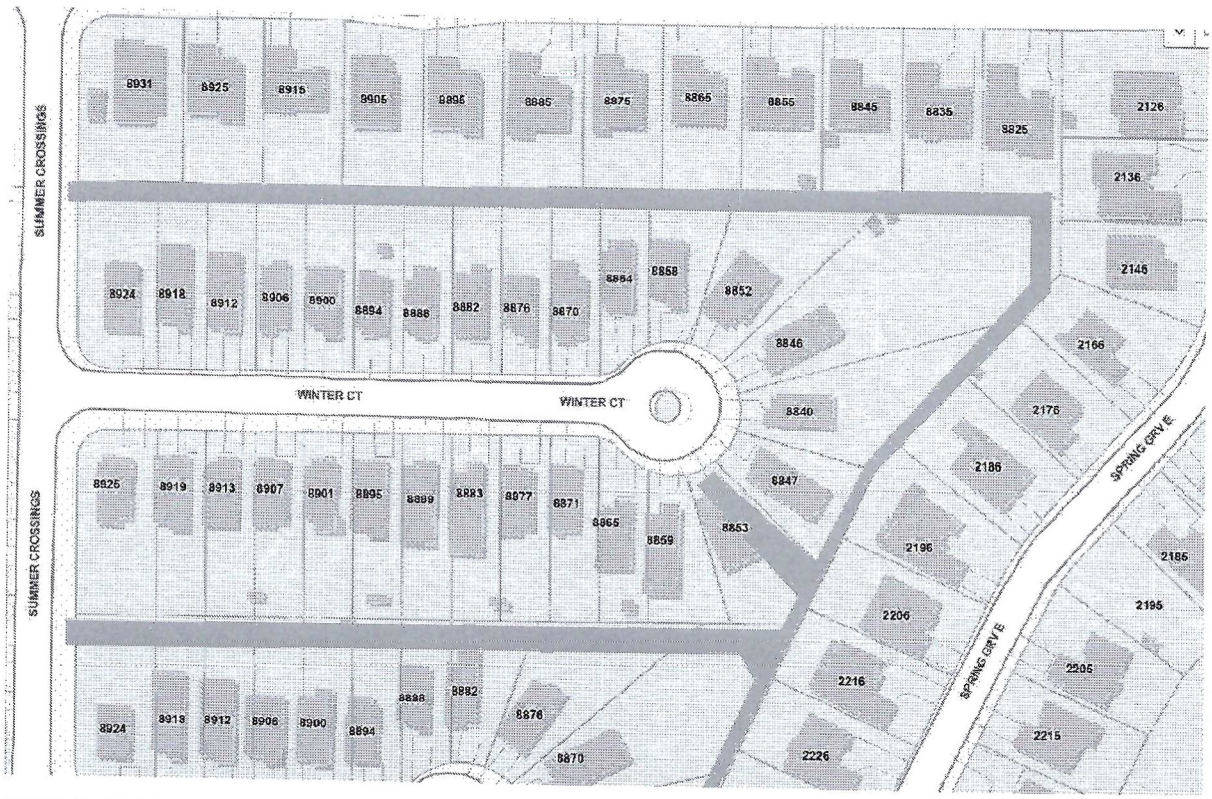
***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	07/28/26	MATTHEW ANDERSON	
Queued	07/28/26	ASHLEY ADAMS	
Pending		CHERI BOUCHER	
Pending		MATTHEW ANDERSON	
Pending		SHONNDA SMITH	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		STEVEN KRONINGER	
Pending		MARYLYN BUSCHELL	
Pending		JAMES NEESE	
Pending		PATRICIA KENNEDY-JONES	
Pending		REBECCA CRUMPLER	
Pending		ANNE FOLEY	
Pending		JOHN PAINE	

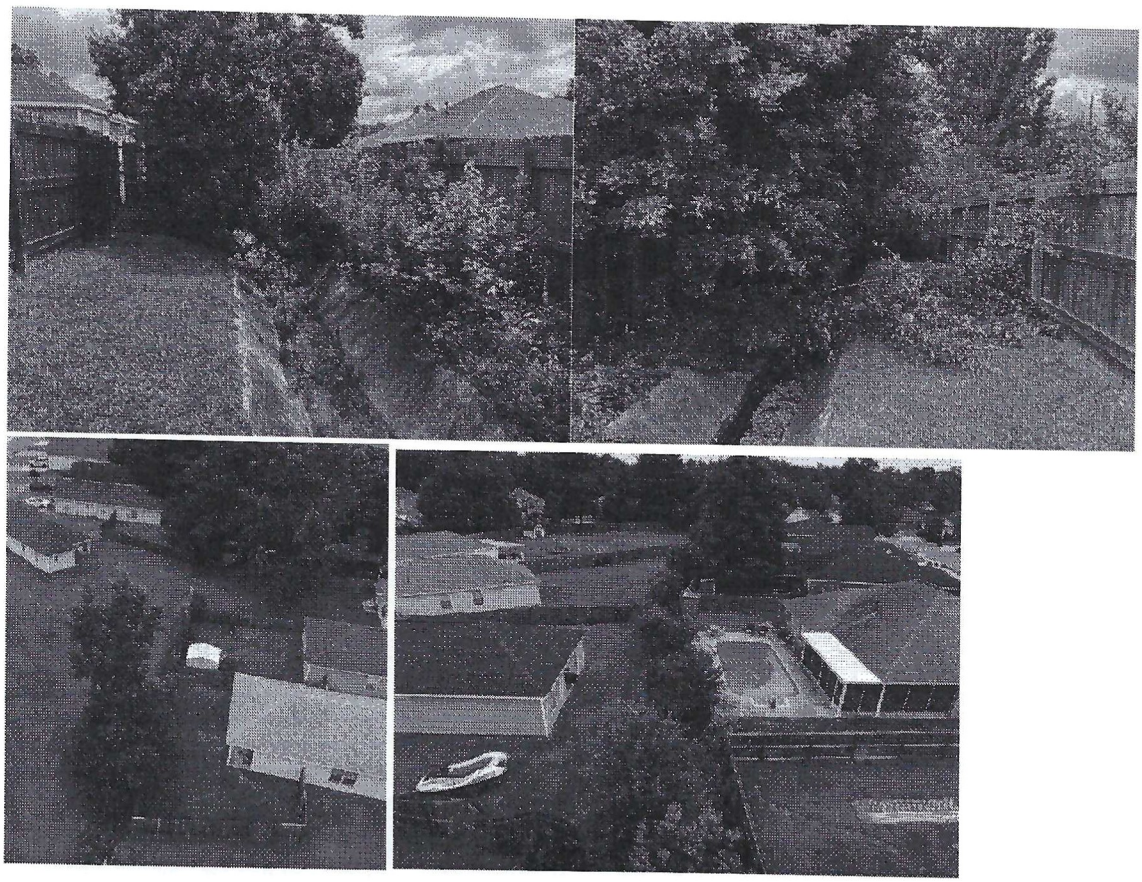
Authorized By: _____ Date: _____
Signature

EXHIBIT A
LOCATION MAP(S) AND PHOTOS


SPRING GRV N
SPRING GRV N
WINTER CT
WINTER CT
SUMMER CROSSINGS
SPRING GRV S
FALL CT



The pink shaded aeras are drainage easements / access points



Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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INSTRUCTIONS TO CONTRACTORS	ITEM II
PROJECT SCOPE	ITEM III
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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

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

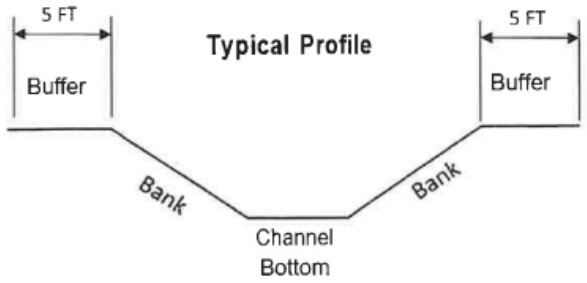
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

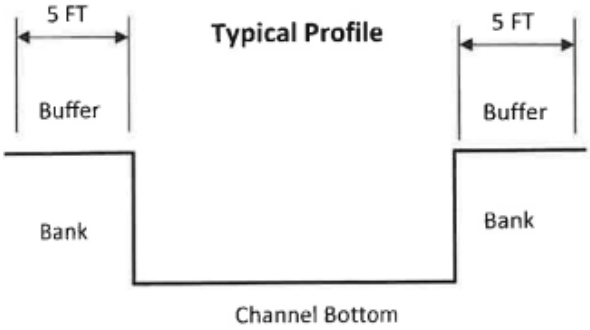
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



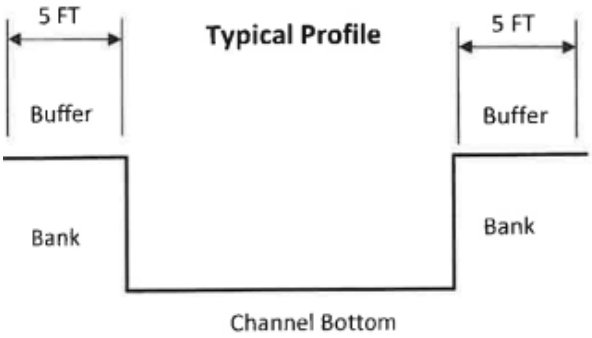
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



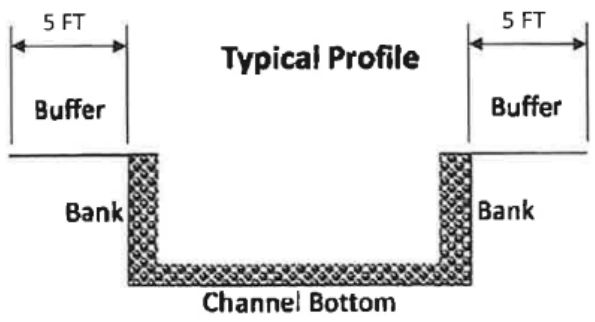
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



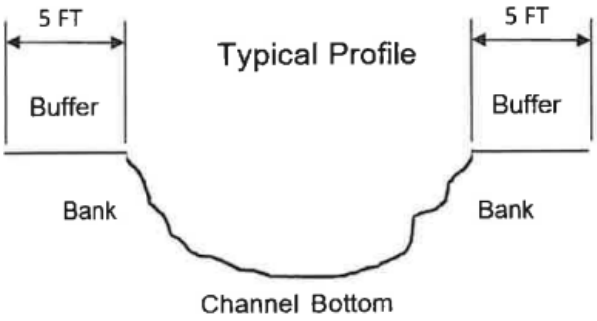
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Thomas A Galloway for storm drainage vegetation and debris removal - Medal of Honor Park

Amount of Contract:
$26,061.00

Funding Source
General fund

ATTACHMENTS:
1. 20260728Thomas Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 4 Aug 2026 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

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

Reviewed by: _____ (Executive Director)

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

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Thomas A. Galloway

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Thomas A Galloway for storm drainage vegetation and debris removal - Medal of Honor Park

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $26,061.00

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
15308	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – MEDAL OF HONOR PARK (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$26,061.00	(300085) THOMAS A. GALLOWAY

Adopted:

_____
City Clerk

Bill To	Requisition 00015308-00 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
THOMAS A. GALLOWAY	PUBLIC WORKS ADMIN.
33064 STABLES DR. UNIT B	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
DAPHNE, AL 36527	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251.232.1151	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/14/26	300085				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-142 MEDAL OF HONOR PARK	1.00 EACH	26061.00000	26061.00

Additional Description Notes

DISTRICT 4

1 1000.40.20.2070.2096.2070.0000.0000.42155. 26061.00

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 26061.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	26061.00	1996643.94
STORMWATER EXP	DITCH MAINTENANCE	

Bill To	Requisition 00015308-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
THOMAS A. GALLOWAY	PUBLIC WORKS ADMIN.
33064 STABLES DR. UNIT B	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
DAPHNE, AL 36527	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251.232.1151	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/14/26	300085				PUBLIC SERVICES ADMINISTRAT

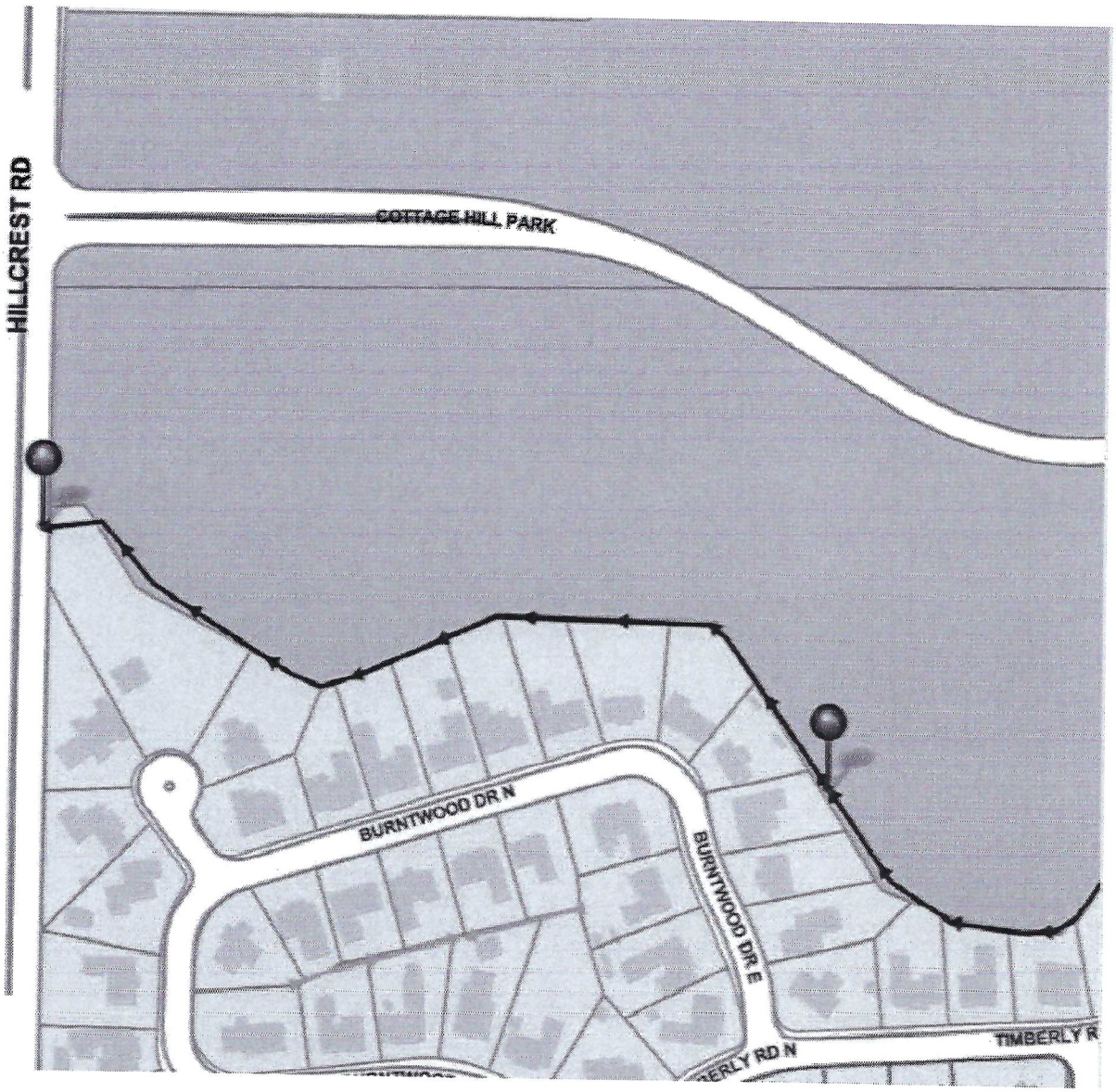
LN	Description / Account	Qty	Unit Price	Net Price

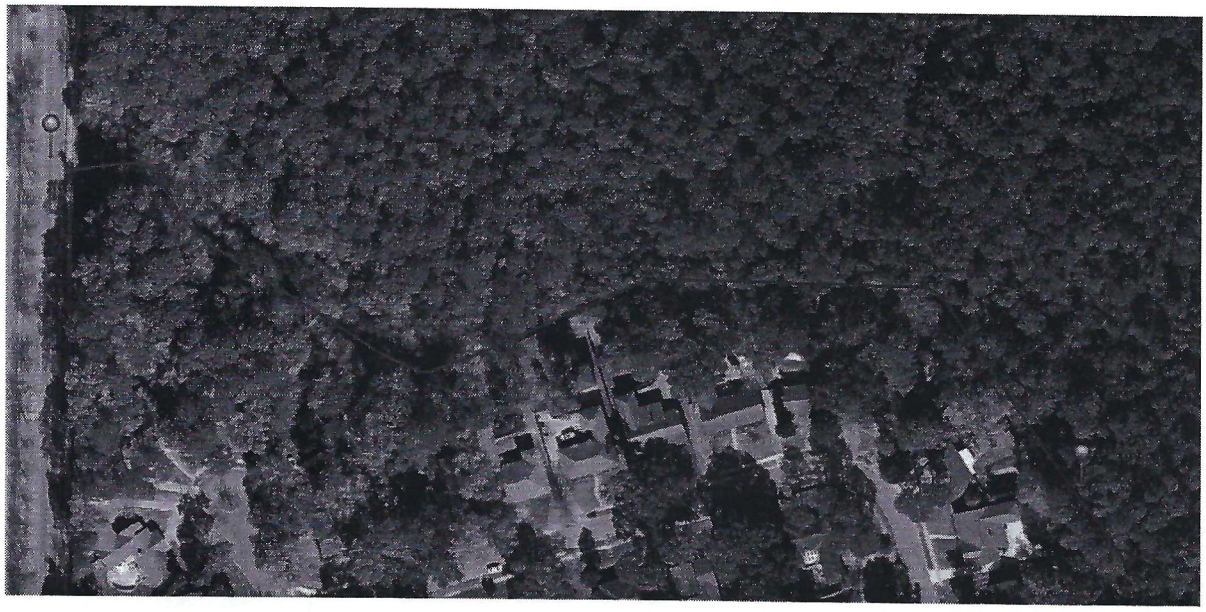
***** Approval/Conversion Info *****

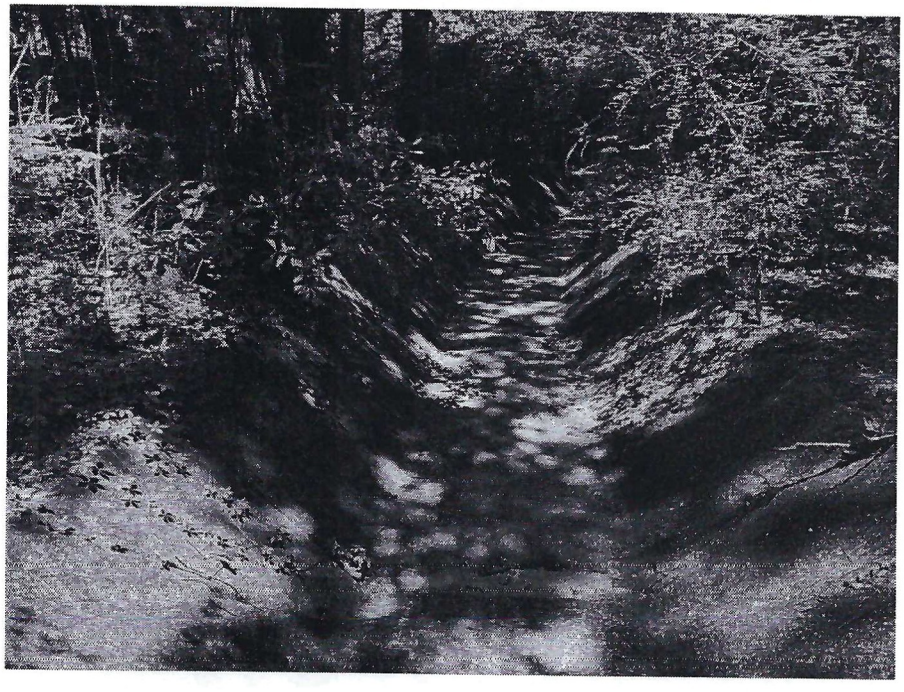
Activity	Date	Clerk	Comment
Approved	07/14/26	MATTHEW ANDERSON	
Approved	07/14/26	ASHLEY ADAMS	Auto approved by: 910516584
Approved	07/14/26	MATTHEW ANDERSON	
Approved	07/14/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	07/14/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	07/14/26	DONALD ROSE	Auto approved by: 9105paij
Approved	07/14/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/14/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	07/14/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	07/14/26	JAMES NEESE	Auto approved by: 9105paij
Approved	07/14/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	07/14/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	07/14/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	07/14/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

EXHIBIT A
LOCATION MAP(S) AND PHOTOS


HILLCREST RD
COTTAGE HILL PARK
BURNTWOOD DR N
BURNTWOOD DR E
TIMBERLY R
ERLY RD N





Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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E-VERIFY AFFIDAVIT	EXHIBIT C
RIGHT OF ENTRY AGREEMENT	EXHIBIT D
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DITCH MAINTENANCE STANDARDS	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

   City of Mobile
   Public Services Maintenance
   Attn. Jason Donovan,
   Program Manager
   1900 Hurtel Street
   Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

12. By signing this Quote Proposal, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

13. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

Failure to provide an accounting of sales tax shall render the Quote Proposal non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the Quote pricing nor be considered in the determination of a responsible and responsive Quote.

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

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

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

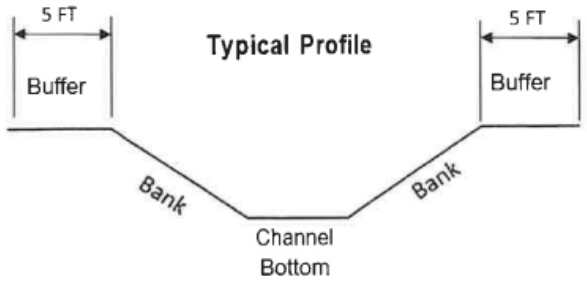
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

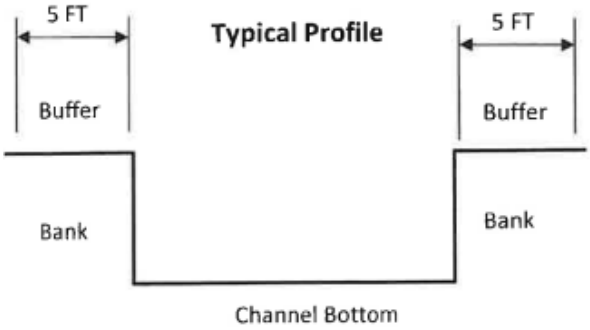
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



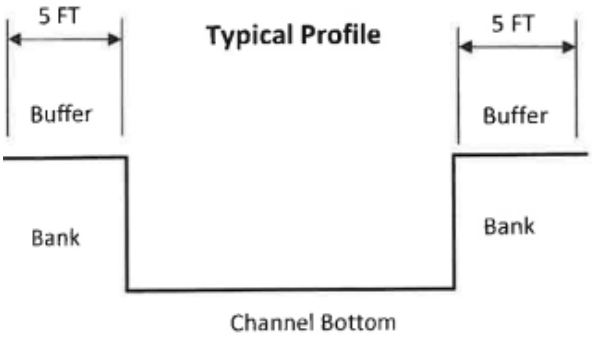
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



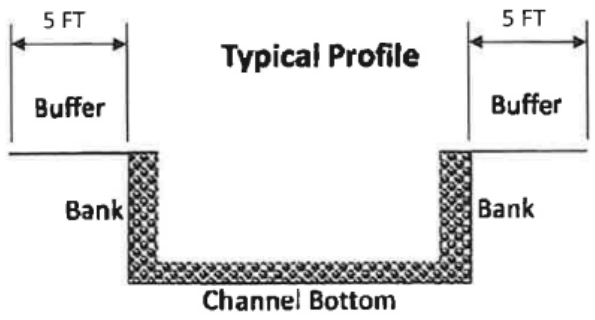
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



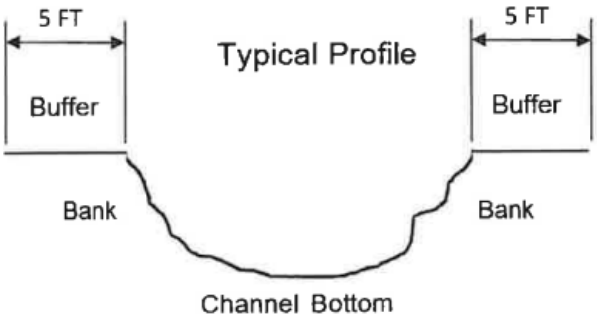
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Steven Green for Maritime Museum gift shop items for Jimmy Buffett Experience exhibit.

Amount of Contract:
$28,495.56

Funding Source
General fund.

ATTACHMENTS:
1. 20260728 Green Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 4 August 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 Steven Green

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Steven Green for Maritime Museum gift shop items for Jimmy Buffett Experience exhibit.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $28,495.56

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; sole source for branded items.

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
15352	2026	(4020) GULFQUEST MARITIME MUSEUM	MARITIME MUSEUM GIFT SHOP ITEMS FOR JIMMY BUFFETT EXPERIENCE EXHIBIT (PRICE BELOW BID REQUIREMENT; SOLE SOURCE FOR THESE BRANDED ITEMS)	$28,495.56	(300281) STEVEN GREEN

Adopted:

_____
City Clerk

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- THIS IS A SOLE SOURCE PURCHASE FOR A SPECIAL EVENT. GIFT SHOP SUPPLIES FOR RESALE.			
001	JIMMY BUFFETT CUSTOM GUITAR PICKS -ITEM: PAWD105 -COLOR: ROYAL -QTY: 100 _RATE: $1.13 Vendor Item	100.00 EACH	1.13000	113.00
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			113.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
002	JIMMY BUFFETT CUSTOM GUITAR PICKS -ITEM: PAWD105 -COLOR: RED -QTY: 100 _RATE: $1.13 Vendor Item	100.00 EACH	1.13000	113.00

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
STEVEN GREEN	National Maritime Museum GOM
1 MARSH TOWER LANE	155 South Water Street
	MOBILE, AL 36602-3710
SAVANNAH, GA 31411	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#704 619 6427	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.50.23.4020.4020.4000.0000.0000.44020.			113.00

Ship To
National Maritime Museum GOM
155 South Water Street
MOBILE, AL 36602-3710
Delivery Reference
STEWART HOOD

Deliver To
National Maritime Museum GOM
155 South Water Street
MOBILE, AL 36602-3710

003	JIMMY BUFFETT CUSTOM GUITAR PICKS -ITEM: PAWD105 -COLOR: YELLOW -QTY: 100 _RATE: $1.13 Vendor Item	100.00 EACH	1.13000	113.00
1	1000.50.23.4020.4020.4000.0000.0000.44020.			113.00

Ship To
National Maritime Museum GOM
155 South Water Street
MOBILE, AL 36602-3710
Delivery Reference
STEWART HOOD

Deliver To

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
004	JIMMY BUFFETT CUSTOM GUITAR PICKS -ITEM: PAWD105 -COLOR: ORANGE -QTY: 100 _RATE: $1.13 Vendor Item	100.00 EACH	1.13000	113.00
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			113.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
005	JIMMY BUFFETT CUSTOM GUITAR PICKS -ITEM: PAWD105 -COLOR: LT. BLUE -QTY: 100 _RATE: $1.13 Vendor Item	100.00 EACH	1.13000	113.00
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			113.00

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
006	FREIGHT FOR JIMMY BUFFETT GUITAR PICKS Vendor Item	1.00 EACH	35.00000	35.00
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			35.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
007	JB SON OF A SAILOR HOODIE -ITEM: SS4500 -COLOR: NAVY -12SM, 24MD, 49LG, 49XL -TOTAL QTY: 134 -RATE: $22.87 Vendor Item	134.00 EACH	22.87000	3064.58
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			3064.58
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
008	JB SON OF A SAILOR HOODIE -ITEM: SS4500 -COLOR: NAVY -12, 2XL -QTY: 12 -RATE: $24.36 Vendor Item	12.00 EACH	24.36000	292.32
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			292.32

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
009	SHIPPING FOR JB SON OF A SAILOR HOODIE Vendor Item	1.00 EACH	115.00000	115.00
1	1000.50.23.4020.4020.4000.0000.0000.44020.			115.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
STEVEN GREEN	National Maritime Museum GOM
1 MARSH TOWER LANE	155 South Water Street
	MOBILE, AL 36602-3710
SAVANNAH, GA 31411	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#704 619 6427	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
010	JB KNIT HAT WHERE ITS WARM -ITEM: CP90 -COLOR: NAVY -QTY: 144 -RATE: $9.97 Vendor Item	144.00 EACH	9.97000	1435.68
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			1435.68
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
011	SHIPPING FOR JB KNIT HAT WHERE ITS WARM Vendor Item	1.00 EACH	60.00000	60.00
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			60.00

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 8

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
012	JB EXPERIENCE PATCH KNIT HAT -ITEM: CP90 -COLOR: OLIVE -QTY: 144 -RATE; $8.97 Vendor Item	144.00 EACH	8.97000	1291.68
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			1291.68
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street			

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
STEVEN GREEN	National Maritime Museum GOM
1 MARSH TOWER LANE	155 South Water Street
	MOBILE, AL 36602-3710
SAVANNAH, GA 31411	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#704 619 6427	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602-3710			
013	SHIPPING FOR JB EXPERIEINCE PATCH	1.00	60.00000	60.00
	KNIT HAT	EACH		
	Vendor Item			
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			60.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD			
	Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
014	JB EXPERIENCE TRUCKER HAT -ITEM:	144.00	12.71000	1830.24
	CCSTO -COLOR:DENIM/TAN -QTY: 144	EACH		
	-RATE: $12.71			
	Vendor Item			
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			1830.24

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 10

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
015	SHIPPING FOR JB EXPERIENCE TRUCKER HAT Vendor Item	1.00 EACH	60.00000	60.00
	1 1000.50.23.4020.4020.4000.0000.0000.42140.			60.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
STEVEN GREEN	National Maritime Museum GOM
1 MARSH TOWER LANE	155 South Water Street
	MOBILE, AL 36602-3710
SAVANNAH, GA 31411	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#704 619 6427	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
016	JB FAUX LEATHER PATCH HAT -ITEM: CCSTO -COLOR: CRIMSON -QTY: 144 -RATE: $15.39 Vendor Item	144.00 EACH	15.39000	2216.16
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			2216.16
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
017	SHIPPING FOR JB FAUX LEATHER PATCH HAT Vendor Item	1.00 EACH	60.00000	60.00
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			60.00

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 12

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
018	FINS TO THE LEFT LS TEE -ITEM: 6014 -COLOR: LAGOON -12SM, 24MD, 49LG, 49XL -TOTAL QTY: 134 -RATE: $23.20 Vendor Item	134.00 EACH	23.20000	3108.80
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			3108.80
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM			

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 13

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	155 South Water Street MOBILE, AL 36602-3710			
019	FINS TO THE LEFT LS TEE -ITEM: 6014 -COLOR: LAGOON -12, 2XL -QTY: 12 -RATE: 25.32 Vendor Item	12.00 EACH	25.32000	303.84
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			303.84
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
020	SHIPPING FOR FINS TO THE LEFT LS TEE Vendor Item	1.00 EACH	115.00000	115.00
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			115.00

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 14

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
021	JB SON OF A SAILOR MUESES TEE -ITEM: 1717 -COLOR: BUTTER -12S, 24MD, 49LG, 49XL -QTY: 134 -RATE: $12.39 Vendor Item	134.00 EACH	12.93000	1732.62
1	1000.50.23.4020.4020.4000.0000.0000.44020.			1732.62
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM			

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 15

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	155 South Water Street MOBILE, AL 36602-3710			
022	JB SON OF A SAILOR MUESES TEE -ITEM: 1717 -COLOR: BUTTER -12,2XL -QTY: 12 -RATE: $15.13 Vendor Item	12.00 EACH	15.13000	181.56
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			181.56
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
023	JB SON OF A SAILOR MUESES TEE -ITEM: 1717 -COLOR: BUTTER -6,3XL -QTY: 6 -RATE: $16.29 Vendor Item	6.00 EACH	16.29000	97.74
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			97.74

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 16

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
024	SHIPPING FOR JB SON OF A SAILOR MUESES TEE Vendor Item	1.00 EACH	115.00000	115.00
1	1000.50.23.4020.4020.4000.0000.0000.44020.			115.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 17

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
025	JB SON OF A SAILOR MUESES TEE -ITEM: 1717 -COLOR: LAGOON BLUE -12S, 24MD, 49LG, 49XL -QTY: 134 -RATE: $12.39 Vendor Item	134.00 EACH	12.93000	1732.62
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			1732.62
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
026	JB SON OF A SAILOR MUESES TEE -ITEM: 1717 -COLOR: LAGOON BLUE -12, 2XL -QTY: 12 -RATE: $15.13 Vendor Item	12.00 EACH	15.13000	181.56
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			181.56

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 18

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
027	JB SON OF A SAILOR MUESES TEE -ITEM: 1717 -COLOR: LAGOON BLUE -6, 3XL -QTY: 6 -RATE: $16.29 Vendor Item	6.00 EACH	16.29000	97.74
1	1000.50.23.4020.4020.4000.0000.0000.44020.			97.74
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street			

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 19

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602-3710			
028	SHIPPING FOR JB SON OF A SAILOR MUESES TEE Vendor Item	1.00 EACH	115.00000	115.00
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			115.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
029	JB SON OF A SAILOR MUESES TEE -ITEM: 1717 -COLOR: DENIM -12S, 24MD, 49LG, 49XL -QTY: 134 -RATE: $12.39 Vendor Item	134.00 EACH	12.93000	1732.62
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			1732.62

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 20

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
030	JB SON OF A SAILOR MUESES TEE -ITEM: 1717 -COLOR: DENIM -12, 2XL -QTY: 12 -RATE: $15.13 Vendor Item	12.00 EACH	15.13000	181.56
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			181.56
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street			

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 21

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602-3710			
031	JB SON OF A SAILOR MUESES TEE -ITEM: 1717 -COLOR: DENIM -6, 3XL -QTY: 6 -RATE: $16.29 Vendor Item	6.00 EACH	16.29000	97.74
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			97.74
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
032	SHIPPING FOR JB SON OF A SAILOR MUESES TEE Vendor Item	1.00 EACH	115.00000	115.00
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			115.00

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 22

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
033	JB SON OF A SAILOR MUESES TEE -ITEM: 1717 -COLOR: WATERMELON -12S, 24MD, 49LG, 49XL -QTY: 134 -RATE: $12.39 Vendor Item	134.00 EACH	12.93000	1732.62
1	1000.50.23.4020.4020.4000.0000.0000.44020.			1732.62
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM			

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 23

Vendor	Ship To
STEVEN GREEN	National Maritime Museum GOM
1 MARSH TOWER LANE	155 South Water Street
	MOBILE, AL 36602-3710
SAVANNAH, GA 31411	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#704 619 6427	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	155 South Water Street MOBILE, AL 36602-3710			
034	JB SON OF A SAILOR MUESES TEE -ITEM: 1717 -COLOR: WATERMELON -12, 2XL -QTY: 12 -RATE: $15.13 Vendor Item	12.00 EACH	15.13000	181.56
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			181.56
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD			
	Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
035	JB SON OF A SAILOR MUESES TEE -ITEM: 1717 -COLOR: WATERMELON -6, 3XL -QTY: 6 -RATE: $16.29 Vendor Item	6.00 EACH	16.29000	97.74
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			97.74

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 24

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
036	SHIPPING FOR JB SON OF A SAILOR MUESES TEE Vendor Item	1.00 EACH	115.00000	115.00
1	1000.50.23.4020.4020.4000.0000.0000.44020.			115.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 25

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
037	JB COCONUT TELEGRAPH TEE -ITEM: 1717 -COLOR: BANANA -12SM, 24MD, 49LG, 49XL -TOTAL QTY: 134 -RATE: $15.67 Vendor Item	134.00 EACH	15.67000	2099.78
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			2099.78
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
038	JB COCONUT TELEGRAPH TEE -ITEM: 1717 -COLOR: BANANA -12, 2XL -TOTAL QTY: 12 -RATE: $17.87 Vendor Item	12.00 EACH	17.87000	214.44
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			214.44

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 26

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
039	SHIPPING FOR COCONUT TELEGRAPH TEE	1.00 EACH	75.00000	75.00
	Vendor Item			
1	1000.50.23.4020.4020.4000.0000.0000.44020.			75.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 27

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
040	JB GUITAR TURTLE TEE -ITEM: 1717 -COLOR: WHITE -12SM, 12MD, 49LG, 49 XL -TOTAL QTY: 134 -RATE: $19. 80 Vendor Item	134.00 EACH	19.80000	2653.20
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			2653.20
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
041	JB GUITAR TURTLE TEE -ITEM: 1717 -COLOR: WHITE -12, 2XL -TOTAL QTY: 12 -RATE: $21.43 Vendor Item	12.00 EACH	21.43000	257.16
	1 1000.50.23.4020.4020.4000.0000.0000.44020.			257.16

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 28

Vendor	Ship To
STEVEN GREEN	National Maritime Museum GOM
1 MARSH TOWER LANE	155 South Water Street
	MOBILE, AL 36602-3710
SAVANNAH, GA 31411	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#704 619 6427	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			
042	SHIPPING FOR JB GUITAR TURTLE TEE	1.00 EACH	75.00000	75.00
	Vendor Item			
1	1000.50.23.4020.4020.4000.0000.0000.44020.			75.00
	Ship To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710			

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.4020.4020.4000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 29

Vendor	Ship To
STEVEN GREEN 1 MARSH TOWER LANE SAVANNAH, GA 31411 Tel#704 619 6427	National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG Delivery Reference STEWART HOOD Deliver To National Maritime Museum GOM 155 South Water Street MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			28495.56

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

Account	Amount	Remaining Budget
1000.50.23.4020.4020.4000.0000.0000.42140.		
	60.00	41242.42
MARITIME MUS EXP MISCELLANEOUS SERVICES		
1000.50.23.4020.4020.4000.0000.0000.44020.		
	28435.56	41242.42
MARITIME MUS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Forward	07/15/26	CORY ADAIR	Automatic Forward to 910522144
Approved	07/16/26	BAYNE DUNAWAY	
Approved	07/16/26	KAREN POTH	Auto approved by: 910518571
Approved	07/16/26	VICKI ROOKS	Auto approved by: 910518571
Forward	07/16/26	CORY ADAIR	Automatic Forward to 910522144
Approved	07/27/26	VICKI ROOKS	
Approved	07/27/26	DONALD ROSE	Auto approved by: 9105fola
Approved	07/27/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	07/27/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	07/27/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	07/27/26	JAMES NEESE	Auto approved by: 9105fola
Approved	07/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	07/27/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	07/27/26	ANNE FOLEY	
Approved	07/27/26	JOHN PAINE	Auto approved by: 9105fola

Bill To	Requisition 00015352-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.4020.4020.4000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 30

Vendor	Ship To
STEVEN GREEN	National Maritime Museum GOM
1 MARSH TOWER LANE	155 South Water Street
	MOBILE, AL 36602-3710
SAVANNAH, GA 31411	STEWART.HOOD@CITYOFMOBILE.ORG
Tel#704 619 6427	Delivery Reference
	STEWART HOOD
	Deliver To
	National Maritime Museum GOM
	155 South Water Street
	MOBILE, AL 36602-3710

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	300281				GULFQUEST MARITIME MUSEUM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Struthers Recreation LLC for 28,000 sq ft of urethane top-coat material for poured-in-place rubber safety surfacing for MPRD.

Amount of Contract:
$16,872.00

Funding Source
General fund

ATTACHMENTS:
1. 20260728 Struthers Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 4 August 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 Struthers Recreation LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Struthers Recreation LLC for 28,000 sq ft of urethane top-coat material for poured-in-place rubber safety surfacing for MPRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $16,872.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement

How many bidders received bid packages (if applicable): 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
15221	2026	(2012) PARKS MAINTENANCE	28,000 SQ FT OF URETHANE TOP-COAT MATERIAL FOR POURED IN PLACE RUBBER SAFETY SURFACING FOR MPRD (PRICE BELOW BID REQUIREMENT)	$16,872.00	(297065) STRUTHERS RECREATION LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00015221-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
STRUTHERS RECREATION LLC 220 APPLEGATE TRACE PELHAM, AL 35124 Tel#205-368-4365 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/13/26	297065				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ----------			
	AS PER YOUR QUOTE 108077-01-02			
001	28,000 SF PIP ROLL COAT MATERIAL, 30 BUCKETS **FREIGHT INCLUDED**, PART # PIP-TS	1.00 EACH	16872.00000	16872.00
	1 1000.40.20.2030.2012.2005.0000.0000.44020.			16872.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Requisition Link

Requisition Total 16872.00

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.44020.	16872.00	57988.76

Bill To	Requisition 00015221-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
STRUTHERS RECREATION LLC	LANGAN PARK DELIVERIES TO SAGE
220 APPLEGATE TRACE	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	DEEANN.POPPLE@CITYOFMOBILE.GOV
Tel#205-368-4365	Delivery Reference
Fax 205-663-5012	DEEANN
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/13/26	297065				PARKS MAINTENANCE

Account		Amount	Remaining Budget
PARKS MAINTENANCE EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	07/14/26	SHONNDA SMITH	Auto approved by: 91055604
Approved	07/14/26	DANIEL OTTO	
Approved	07/14/26	SHONNDA SMITH	
Approved	07/14/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	07/27/26	DONALD ROSE	Auto approved by: 910518227
Approved	07/27/26	SANDRA LEWIS	
Approved	07/27/26	STEVEN KRONINGER	Auto approved by: 910518227
Approved	07/27/26	MARYLYN BUSCHELL	Auto approved by: 910518227
Approved	07/27/26	JAMES NEESE	Auto approved by: 910518227
Approved	07/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518227
Approved	07/27/26	REBECCA CRUMPLER	Auto approved by: 910518227
Approved	07/27/26	ANNE FOLEY	Auto approved by: 910518227
Approved	07/27/26	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

July 24, 2026

To Whom It May Concern:

The attached amendment #2 executes a change to the contract between the City of Mobile and Volkert, Inc. for Broad St Phase III – Broad St from Garrity St. to Palmetto St., City of Mobile Project No. 2024-2045-05.

The purpose of this amendment is to provide additional Engineer of Record design services to update the roadway plans to accommodate edits to intersections, signals and striping based on plan review. This amendment will also extend the contract time for 3 years to coincide with an estimated end date for the Engineer of Record services in this contract.

With this amendment, the current contract amount of $315,753.00 will increase by $20,000.00 for a new contract sum of $335,753.00.

The contract end date will be extended to December 10, 2029.

I look forward to continued communication on this important project. Please call me with questions at 251-208-7689 or email me at cody.reed@cityofmobile.org.

Respectfully,

Cody Reed, P.E.
Engineering Manager, Programs and Project Management
Engineering & Infrastructure Department

CITY OF MOBILE
Contract Amendment
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: Broad Street Phase III – Broad St from Garrity St to Palmetto St

AMENDMENT NO: TWO (2)

ADDRESS: N/A

DATE: July 24, 2026

TO CONTRACTOR: Volkert, Inc.

PROJECT NO: 2024-2045-05

ADDRESS: 739 N. University Blvd., Suite 200
Mobile, AL 36608

CONTRACT DATE: November 26, 2024

TERMS: You are hereby authorized to make the following changes hereto:

1. Increase contract amount to $335,753.00
2. Complete change in design as referenced in attached letter dated June 15, 2026, from Volkert, Inc.
3. Increase contract time for three (3) years until December 10, 2029

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum:	$287,103.00
Net change by previously authorized Amendments:	$28,650.00
Contract Sum prior to this Amendment:	$315,753.00
Contract Sum will INCREASE by this Amendment in the amount of:	$20,000.00
New Contract Sum including this Amendment will be:	$335,753.00
Contract Time will be INCREASED by this amendment to:	December 10, 2029

AN AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSULTANT

This Amendment made and entered into this_____day of _____, 2026.

BETWEEN the City:	CITY OF MOBILE (hereafter City) 205 Government Street P.O. Box 1827 Mobile, Alabama 36633
And Consultant:	Volkert, Inc. (Volkert) 739 N. University Blvd. Suite 200 Mobile, Alabama 36608
For the following Project:	Broad St Phase 3 CoM Project # 2024-2045-05

WHEREAS, City and Volkert, Inc. entered into an Agreement dated November 26, 2024, with regard to professional services necessary for the completion of design and production of complete construction plans for the project referenced above (hereafter "the Agreement," a copy of which is attached hereto); and

WHEREAS, City and Volkert, Inc. executed Amendment #1 dated May 26, 2026, to amend Articles III & VI to update the scope of work to include landscaping sheets design and to add additional lump sum fees for this work (a copy of which is attached hereto); and

WHEREAS, Article V(b) of the Agreement provides the City an option to extend the completion date beyond the designated timeframe; and

WHEREAS, City and Volkert seek to amend the Agreement to modify both the design and the amount of compensation:

NOW THEREFORE, the Parties agree as follows:

1.1 Article III of the Agreement is amended herewith to update roadway plan design based on review edits to intersections, signals and striping and generally amend the construction plans to include that set out in the Supplemental Conditions Letter dated June 15, 2026, attached hereto (Supplemental Letter).

1.2 Article VI Section (G) is amended herewith to add additional lump sum fees referenced in Supplemental Letter not to exceed $20,000.00 for a total not to exceed amount of $335,753.00.

1.3 Article V of the Agreement is amended herewith to update the Agreement end date to December 10, 2029.

1.4 The Agreement and all its provisions shall remain in effect and unchanged in all other respects not otherwise stated specifically herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Its Mayor

ATTEST:

BY_____
Its City Clerk

Volkert, Inc.

BY Harold E Eubanks
Its Authorized Agent

Harold "Hank" Eubanks, PE
Regional Vice President
East Gulf Region

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Harold Eubanks whose name as AUTHORIZED AGENT of the Volkert, Inc., an Alabama corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 20th day of July, 2021.

(SEAL)

CHRISTINA WILLIAMS NOTARY PUBLIC ALABAMA STATE AT LARGE

Christina Williams
Notary Public
State of Alabama At-Large
My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
CHRISTINA WILLIAMS
My Commission Expires
February 5, 2028

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 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 amendment to the contract, by and between the City of Mobile and the company listed below, for work as outlined in contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Volkert, Inc.
COM Project Name:	Broad Street Phase III Broad St from Garrity Road to Palmetto Street
COM Project Number:	2024-2045-05
Contract Increase:	$20,000.00 Increase

Adopted:

_____

City Clerk

21-593 **2026**

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, Amendment No. 1 to the contract listed below, by and between the City of Mobile and the company listed below, for work as outlined in contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Volkert, Inc.
COM Project Name:	Broad Street Phase III Broad St from Garrity Road to Palmetto Street
COM Project Number:	2024-2045-05
Contract increase:	$28,650.00 increase

Adopted: MAY 26 2026

City Clerk

CITY OF MOBILE
Contract Amendment
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: Broad Street Phase III – Broad St from Garrity St to Palmetto St

AMENDMENT NO: ONE (1)

ADDRESS: N/A

DATE: March 10, 2026

TO CONTRACTOR: Volkert, Inc.

PROJECT NO: 2024-2045-05

ADDRESS: 1110 Montlimar Drive, Suite 1050
Mobile, AL 36609

CONTRACT DATE: November 26, 2024

TERMS: You are hereby authorized to make the following changes hereto:

1. Increase contract amount to $315,753.00
2. Complete change in scope as referenced in attached letter dated March 18, 2026, from Volkert, Inc.
3. There is no change to the contract time

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum:	$287,103.00
Net change by previously authorized Amendments:	$0
Contract Sum prior to this Amendment:	$287,103.00
Contract Sum will INCREASE by this Amendment in the amount of:	$28,650.00
New Contract Sum including this Amendment will be:	$315,753.00
Contract End Date will REMAIN:	December 10, 2026

Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609
251.342.1070
www.volkert.com

VOLKERT

March 18, 2026

Jennifer Greene
Director of Programs & Project Management
City of Mobile
205 Government Street
Mobile, Alabama 36602

SUBJECT: Supplemental #1 to CoM Project # 2024-2045-05 (Broad St Phase III)

Dear Ms. Greene:

Please find the following Supplemental Agreement #1 to the agreement executed on November 26, 2024, for City of Mobile Project Number 2024-2045-05, approved under City of Mobile Resolution 21-638, for professional services for the above referenced project.

The Supplemental Agreement #1, and our relationship will be governed by the terms and conditions stated in the original agreement. If the scope of work, and proposed fee is acceptable please indicate your acceptance by signing below and returning one copy for our files.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us.

Sincerely,

Harold "Hank" Z. Eubanks, PE
Regional Vice President – East Gulf Region

SUPPLEMENTAL CONDITIONS LETTER

SECTION I – SCOPE OF WORK

CONSULTANT'S Scope of Work hereunder is finite and limited to only those items explicitly stated or enumerated herein or attached hereto. Any work or services desired by OWNER that are not stated herein or attached hereto shall be considered Extra Work and shall entitle CONSULTANT to mutually agreed-upon additional compensation.

The scope of services will provide additional professional design services which include the development of a planting layout along the current project limits of Broad Street from Garrity Street to Palmetto Street (Broad Phase Three) with the following:

Supplemental Design Services

Planting Layout & Planting Schedule:

Volkert hereby agrees to provide services for the preparation of a planting layout and schedule for the project corridor, approximately 1.5 miles in length. The planting set is anticipated to include approximately 20 sheets and will be incorporated into the overall engineering plan set for the next scheduled submittal. Effort will focus on preparation of planting plans, planting details, plant schedules, and associated quantity information to support the project submission. This work shall include:

Task 1 – Development of Planting Plans, Details and Quantities/Estimate and Associated Planting Project Management

The planting plans will identify the location and species of proposed plant materials along the corridor, as well as quantities and spacing as applicable. For trees and shrubs, the plans will show generalized planting locations with a planting tag identifying species using a two- to three-letter abbreviation and associated quantity. Groundcover, perennials, and ornamental grasses will be represented using a unique hatch pattern with an associated tag identifying species using a two- to three-letter abbreviation, quantity, and spacing. For the purposes of this scope, it is assumed that proposed tree plantings are not required to satisfy a formal tree replacement requirement associated with the removal of existing trees, as may be required in some jurisdictions through caliper-based or canopy replacement calculations. Tree protection plans are not included in this scope.

Planting design under this scope will focus on street trees and understory planting within medians and designated curb and sidewalk buffer areas as identified by the roadway team. The team will prepare planting plan sheets using the most current roadway base files provided by the engineering team, including background preparation, layer management, sheet layout development, and viewport configuration necessary to integrate the planting sheets into the overall plan set. Planting areas will be identified and confirmed based on information shown in the base files and direction from the roadway team, and within those areas will generally be dictated by the location of underground utilities and roadway features such as light poles, drainage structures, and driveways, as well as by maintaining appropriate sight distance and

safety setbacks. We assume groundcover, shrubs, perennials, and ornamental grasses will be primarily retained at a few key areas throughout the site. Coordination with the roadway design team will be required to confirm available planting areas and verify adequate planting space, including typical soil volume requirements for street trees in an urban environment.

Detail sheets will include planting details, planting notes supplementing standard specifications, and plant schedules identifying proposed plant materials. Where standard planting details are not available, typical planting details will be developed for the project. Assumed standard details required include (but are not limited to) typical tree planting, shrub planting, planting bed preparation details, and plant spacing requirements. Sight Line standards and an Approved Plant List are assumed to be provided by the City of Mobile.

Work will include preparation of planting quantity takeoffs for plant materials and associated items such as planting soil, mulch, and related components based on the final planting layout. The team will also prepare planting schedules summarizing proposed plant materials and calculated quantities. Quantity information will be provided to the roadway team for incorporation into the engineer's estimate, with coordination occurring as necessary to confirm alignment with the project bid item structure.

Planting services will be managed to support timely integration of the planting sheets into the overall 100 percent roadway submission. Effort will focus on coordination with the roadway design team, planting schedule alignment, and preparation of complete and coordinated planting sheets consistent with the overall project package.

Coordination will include routine internal meetings, email correspondence, and phone coordination with the roadway team to confirm planting areas, review applicable plan details and bid item structure, and maintain alignment with the overall project schedule and submittal requirements. The scope assumes standard internal coordination and one planting layout review submission. One virtual kickoff meeting with city and/or stakeholders and one virtual presentation of the planting layout review submission is anticipated to address the client's expectations. Further stakeholder coordination, public meetings, public engagement displays and revisions after the second design submission are not included in scope.

An internal quality control review will be performed prior to submission to verify consistency between planting plans, schedules, details, and quantities and to confirm coordination with the roadway sheets. It is assumed there have been no planting layout review comments for this project since planting services are being introduced to the project at this time. It is assumed that there will be two design submissions - a planting review submission and a final design submission. Sheets are assumed to be sealed by project engineers.

Summary of Fees – Supplemental

Below is a summary of the fees for the services outlined in the scope of work defined above.

Lump Sum Supplemental Fees		
Planting Layout & Planting Schedule	$28,650.00	Lump Sum
Total Supplemental Fee	**$28,650.00**	Lump Sum

SECTION II – TERMS OF PAYMENT

A. To be governed by the agreement executed on November 26, 2024, for City of Mobile Project Number 2024-2045-05, approved under City of Mobile Resolution 21-638.

E. The total fee for supplemental professional services shall not exceed Twenty Eight Thousand and Six Hundred and Fifty Dollars and Zero Cents unless authorized by OWNER.

AN AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSULTANT

This Amendment made and entered into this 26 day of May, 2026.

BETWEEN the City: CITY OF MOBILE (hereafter City)
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633

And Consultant: Volkert, Inc. (Volkert)
1110 Montlimar Drive
Suite 1050
Mobile, Alabama 36609

For the following Project: Broad St Phase 3
CoM Project # 2024-2045-05

WHEREAS, City and Volkert, Inc. entered into an Agreement dated November 26, 2024, with regard to professional services necessary for the completion of design and production of complete construction plans for the project referenced above (hereafter "the Agreement," a copy of which is attached hereto); and

WHEREAS, Article III of the Agreement provides the scope of work to be performed by Volkert, and Article VI Section 1(G) of the Agreement provides the compensation to be paid Volkert for a total not to exceed the sum of $287,103.00; and

WHEREAS, City and Volkert seek to amend the Agreement to modify both the scope and the amount of compensation:

NOW THEREFORE, the Parties agree as follows:

1.1 Article III of the Agreement is amended herewith to update roadway plan design based on the additional need for preparing a planting layout and schedule and generally amend the scope of work to include that set out in the Supplemental Conditions Letter dated March 18, 2026, attached hereto (Supplemental Letter).

1.2 Article VI Section (G) is amended herewith to add additional lump sum fees referenced in Supplemental Letter not to exceed $28,650.00 for a total not to exceed amount of $315,753.00.

1.3 The Agreement and all its provisions shall remain in effect and unchanged in all other respects not otherwise stated specifically herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

Volkert, Inc.

BY _____
Its Authorized Agent

Harold "Hank" Eubanks, PE
Regional Vice President
East Gulf Region

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Harold E. Eubanks whose name as Reg. Vice President of the Volkert, Inc., an Alabama corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 23rd day of March, 2026.

(SEAL)

CHRISTINA WILLIAMS NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
Notary Public
State of Alabama At-Large
My Commission Expires: _____

CHRISTINA WILLIAMS
My Commission Expires
February 5, 2028

CITY OF MOBILE, A Municipal Corporation

BY _____
Spiro N. Cheriogotis, Mayor

ATTEST:

BY _____
Its City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA — MOBILE ALABAMA — FROM ENCHANTING TRADITION ENDURING PROGRESS — FOUNDED 1702

Broad St Phase III
Broad St From Garrity Rd to Palmetto St

City of Mobile Project No. 2024-2045-05

ENGINEERING SERVICES CONTRACT

Between

CITY OF MOBILE

and

Volkert, Inc.

October 2024

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STATE OF ALABAMA

CITY OF MOBILE

ARTICLES OF AGREEMENT

This AGREEMENT is made and entered into this 26 day of November, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and VOLKERT, INC. of Mobile, Alabama (hereinafter called the CONSULTANT):

WHEREAS, CONSULTANT shall provide all professional services necessary for the completion of design and production of complete construction plans for a resurfacing and restriping project with in-kind replacement of sidewalks, curb, and inlets as well as signal and pedestrian lighting upgrades along Broad St from Garrity Rd to Palmetto St. These services include the production of Construction Documents, Construction Plans including Roadway Plans, and Utility Coordination.

WITNESSETH

In consideration of the mutual covenants hereinafter stipulated, it is agreed between the parties as follows:

The CONSULTANT, in the preparation of plans and any other items pertaining thereto for this project, will meet the requirements for conformance with the Standards adopted by AASHTO, Alabama Department of Transportation Standards and Specifications and will ascertain the written practices of the STATE and CITY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the Review, Approval and Acceptance of the CITY, STATE and Federal Highway Administration (FHWA).

ARTICLE I – DEFINITIONS

The following terms and their definitions shall apply:

CITY	CITY OF MOBILE
CITY ENGINEER	That person designated by the CITY as CITY ENGINEER
CITY ENGINEER'S OFFICE	Those persons, both professional and non-professional, employed by the City of Mobile and performing work at the direction of the City Engineer.
ALDOT or STATE	Alabama Department of Transportation
FHWA	Federal Highway Administration
CONSULTANT	Volkert, Inc.
PROJECT	Broad Street Phase III – Final Design
AASHTO	American Association of State Highway and Transportation Officials

ARTICLE II – DESCRIPTION OF SERVICES

The CITY hereby employs the CONSULTANT and the CONSULTANT agrees to perform for the CITY all necessary professional engineering services as hereinafter set forth 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.

ARTICLE III – SCOPE OF WORK

The CONSULTANT will perform engineering, coordinate all utilities relocating and prepare construction plans, for a resurfacing and restriping project with in-kind replacement of sidewalks, curb, and inlets as well as signal and pedestrian lighting upgrades along Broad St from Garrity Rd to Palmetto St, in Mobile County, Alabama. It is anticipated that these improvements will generally be made within the existing right-of-way of Broad St. Additional project assumptions are listed in Attachment A, which is hereby made a part of this agreement.

The work to be performed by the CONSULTANT will include the Environmental Corridor/Design Studies and NEPA documentation (Categorical Exclusion (CE)), Field Surveys, Geotechnical Services, Roadway Plans, Utility Relocations, Bidding Assistance, and Construction Admin Assistance as follows:

SECTION 1 – CORRIDOR/DESIGN STUDIES

The CONSULTANT will perform a letter re-evaluation for the previously approved CE environmental document due to the change in scope of work.

SECTION 2 – FIELD SURVEY – TASK INCLUDED IN PRIOR CONTRACT

SECTION 3 – GEOTECHNICAL SERVICES

The CONSULTANT will review and update the draft materials report dated 2/09/2018. This document will be submitted to the CITY and STATE for review and approval.

SECTION 4 – PRELIMINARY ROADWAY PLANS - TASK INCLUDED IN PRIOR CONTRACT

SECTION 5 – ROADWAY PLANS

The CONSULTANT shall not begin any work on this SECTION until it receives written authorization by the CITY.

The CONSULTANT will perform the following, as applicable:

A. The development of the plans will follow the procedure as shown in the STATE's "*Guide for Developing Construction Plans*" and "*Guidelines for Operations.*"

B. OMITTED.

C. The CONSULTANT will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the STATE, CITY, the FHWA, and the Federal Emergency Management Agency (FEMA).

D. Edge of Pavement Profiles with true elevations will be computed and furnished for all horizontal curve transitions and sag vertical curves where curb and gutter sections and/or a paved island is used.

E. OMITTED.

F. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data as required by Alabama Department of Environmental Management (ADEM) for the application of a stormwater permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and/or designs for structural controls that conform with applicable ADEM regulations regarding the selection and implementation of Best Management Practices (BMP's). The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and or designs for structural controls that conform to AASHTO's *Highway Drainage Guidelines, Volume IV, Guidelines for Erosion and Sediment Control in Highway Construction (2007)* and to the Alabama Soil and Water Conservation Committee's *Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, June 2003 (Revised 1-06).*

G. Each project Plan Assembly will include title, summary of quantities, typical section, drainage section, plan and profile, paving layout, striping and marking plan, earthwork cross-section, erosion control and sedimentation prevention, and all other sheets required for receipt of bids by the STATE for all grade, base, pave, and drain work.

Drainage structure information will be placed on the plans according to Chapters 2, 3 and 4 of the STATE Hydraulic Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way and an area of at least 50 feet in width adjacent to the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the ALDOT design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.

H. Drainage Section drawings will be provided for all drains, existing and proposed, along the project centerline and within the project work limits. Stream bed data acquired from a field survey will be used where applicable to establish and depict the stream bed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.

I. Prepare designs and detailed contract plans at a horizontal scale of 1"= 20' and vertical scale of 1"= 2', and cross section at a horizontal scale of 1"= 10' and vertical scale of 1"= 5', or as otherwise approved by the CITY, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above, as approved by the CITY.

J. Arrangements will be made by the STATE and/or CITY with any affected utility owner to prepare plans for any utility relocations. The CONSULTANT will provide Utility Base

Sheets to the STATE and CITY showing existing utilities for the STATE's and CITY's use and coordination with Utility Companies. The finalized Utility Base Sheets will be a part of the respective final plan assemblies.

K. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, (or latest succeeding standard specifications issued by ALDOT prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of ALDOT of any needed items not covered by the aforementioned Standard Specifications.

L. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symboled in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the CITY on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the CITY.

M. Preliminary detailed contract plans and estimates for each construction project shall be submitted to the CITY before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for handling traffic during construction and a Sequence of Construction will be prepared for each set of contract plans.

N. The CONSULTANT will coordinate these plans with existing and proposed plans of the CITY.

O. The CONSULTANT will prepare plans using size and weight of pens as indicated in ALDOT's CADD Standards that will facilitate the STATE's development of one-half (1/2) size drawings. CADD File Names and level structure shall be in accordance with ALDOT CADD Standards. A true model of the design surface shall be created so cross sections can be accurately annotated or a slope stake report can be created and placed in the plans. Alignment coordinates used in the Location and Design process shall also be shown in the plans.

P. The CONSULTANT will submit a set of reproducible plans along with the corresponding CADD Utility files, for use of the STATE and or CITY in obtaining utility relocation information. All CADD files shall be graphic files submitted in .DGN Format compatible with Bentley MicroStation Software V8i-SS2-2004 or the newest version of software packages.

Q. One plan review (*30% and Plan-In-Hand completed in prior contract*) including Plans, Specifications and Estimate (P.S.&E.) submittal, as required by the Alabama Department of Transportation "*Guide for Developing Construction Plans*" (GDCP), will be conducted. The CONSULTANT will prepare and submit three (3) sets for the STATE and two (2) sets for the CITY of plans for a P.S.&E. Inspection. After plan revisions are complete, the CONSULTANT will submit Final Plans. Construction cost estimates will be furnished with the P.S.&E. and Final Plan submittals. Final Plan submittal will be one(1) full size set of prints, and two (2) half-size, as well as electronic graphic files in MicroStation, .DGN format and InRoads or InXpress Files and quantity calculations.

R. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

S. Flag required right-of-way as necessary, including alignment and stationing.

T. Notwithstanding anything to the contrary contained herein, with respect to services performed by the CONSULTANT under this AGREEMENT (whether pursuant to this SECTION 4 or otherwise) the CONSULTANT shall not be responsible for the means, methods, or procedures of any contractor or subcontractor during construction.

Electrical Engineering Services

The work to be performed by the CONSULTANT shall include, but not be limited to, the following:

A. The CONSULTANT will provide completely designed projects ready for letting and/or reports and studies as directed.

B. The CONSULTANT will produce plans sets on a CADD system using current ALDOT CADD Standards and be capable of electronically transmitting/receiving project files or individual sheets to/from the ALDOT's Central Office.

C. All lighting level calculations will be made using AGi32 or other Department approved programs. The CONSULTANT shall perform all calculations using the illuminance

method of design. The CONSULTANT shall attend the PS&E meeting to discuss the calculation results and lighting design with the CITY and ALDOT.

D. The CONSULTANT will write specifications for all special hardware and installation techniques not covered in the ALDOT's existing Section 750 – Roadway Lighting, Section 756 – Electrical Conduits under Roadway, and Section 889 – Roadway Lighting Materials.

E. Final plans will be furnished and all calculations will be submitted to the CITY and ALDOT.

Utility Relocations

The CONSULTANT will coordinate any required adjustments to utilities with the utility companies involved in accordance with ALDOT and FHWA Policies and Procedures and as outlined in ALDOT's Utility Manual. Following the PS&E Review, the CONSULTANT will make the appropriate revisions to the plans according to the PS&E Review comments, then submit utility base sheets to the utility companies. The CONSULTANT shall make available to the utility companies any electronic files available by the CONSULTANT without modification for use by the utility company. The CONSULTANT, CITY, and ALDOT shall conduct necessary reviews and meetings in order to resolve all utility conflicts and to obtain the finalized utility relocation documents. The CONSULTANT shall include base utility sheets for inclusion in the final plan assemblies.

Bidding Assistance

The CONSULTANT, shall upon approval of the bid package, prepare an "Invitation of Bids" and issue to the CITY. During the bid period and up to the notice of award to the successful bidder, the CONSULTANT shall provide the following services:

A. Assist the CITY in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY.

B. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

C. The CONSULTANT shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. A copy of this record will be given to the CITY 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 CONSULTANT will be present at the bid opening. They should bring copies of the list of prospective bidders with space provided to record their bid. The CONSULTANT'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 CONSULTANT shall review the bids to assure proper bid bonds. The CONSULTANT shall also prepare a tabulation of all bidders, and submit a minimum of three copies to the CITY along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

G. Upon notification of award the bid by the CITY, the CONSULTANT 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. The contractor should execute and return these documents to the CONSULTANT within ten (10) working days. The CONSULTANT should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the CONSULTANT should submit all five (5) copies to the CITY for execution by the CITY COUNCIL.

SECTION 6 – CONSTRUCTION ADMIN ASSISTANCE

The CONSULTANT, as needed, shall provide assistance to the CITY in the coordination / interaction of the owner and prime contractor for the project. This shall include design revisions or adjustments found necessary in the field and on-site meetings at the request of the CITY. The proposed fee will serve as a Not-To-Exceed limit to be invoiced on a Cost-Plus Basis. The CONSULTANT will perform services, as directed by the CITY, with services ending when the Not-To-Exceed limit is reached.

ARTICLE IV – OBLIGATION OF ALDOT/CITY TO CONSULTANT

The work to be performed by the STATE or the CITY will include the following (unless the STATE / CITY instructs the CONSULTANT to perform said work), as applicable:

A. The CITY and/or STATE will provide ALDOT traffic data and accident/crash data to the CONSULTANT for evaluation of the project area.

B. The CITY and/or STATE will provide ALDOT pedestrian and bicycle count data to the CONSULTANT for evaluation of the project area.

C. The CITY and STATE will make available all digital base mapping with topographic data, aerial photos, existing plans, layouts, profiles, survey data, and any other data in connection with the work in this AGREEMENT previously performed by or for the CITY.

D. The CITY will, as far as reasonably possible, cooperate with the CONSULTANT in making necessary arrangements with public officials with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.

E. CITY/ALDOT will circulate required materials to appropriate agencies and governmental bodies for review and receive comments.

F. The CONSULTANT will attend Community Meetings with the CITY/ALDOT.

G. The CITY and/or ALDOT will secure all appropriate utility agreements.

H. CITY/ALDOT will make available to the CONSULTANT any applicable policies, procedures, sampling frequencies, test methods, guidelines, and specifications.

I. CITY will make available to the CONSULTANT the standard for bidding and construction contract documents.

ARTICLE V – TIME OF BEGINNING AND COMPLETION

SECTION 1

A. The CONSULTANT agrees to start work on the professional services outlined under ARTICLE III of this AGREEMENT upon receipt of the written notices to proceed from the CITY.

B. All work included in the AGREEMENT shall be completed within twenty-four (24) months from the date of written notice to proceed. However, at the CITY's option this AGREEMENT may be extended beyond the time slated for work completion.

C. In case the CITY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the Scope of Work outlined in this AGREEMENT, the time limits specified herein may be adjusted.

ARTICLE VI – PAYMENT

SECTION 1 – FEES

For services performed by the CONSULTANT under this AGREEMENT and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the CITY will pay the CONSULTANT as follows:

A. Not more than $8,010 shall be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 1 of this AGREEMENT, Corridor/Design Studies, at the rates stated in Attachment B, "Manday Fee Estimate".

B. Nothing will be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 2 of this AGREEMENT, Field Survey, at the rates stated in Attachment B, "Manday Fee Estimate". *Task included in prior contract.*

C. Not more than $15,600 shall paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 3 of this AGREEMENT, Geotechnical Services, at the rates stated in Attachment B, "Manday Fee Estimate".

D. Nothing will be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 4 of this AGREEMENT, Preliminary Roadway Plans, at the rates stated in Attachment B, "Manday Fee Estimate". *Task included in prior contract.*

E. Not more than $250,353 shall be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 5 of this AGREEMENT, Roadway Plans, at the rates stated in Attachment B, "Manday Fee Estimate".

F. Not more than $13,140 shall be paid to the CONSULTANT for all work performed and documented under ARTICLE III, SECTION 6 of this AGREEMENT, Construction Admin Assistance, at the rates stated in Attachment B, "Manday Fee Estimate".

G. Not more than the total amount of $287,103 shall be paid to the CONSULTANT for all work performed and documented under this AGREEMENT, at the rates stated in Attachment B, "Manday Fee Estimate".

SECTION 2

A. Each SECTION under ARTICLE III represents an "Item of Value." SECTIONS 1, 2, 3, 4 and 6 under ARTICLE III have the "Items of Value" shown as tasks. The STATE's "Guide for Developing Construction Plans" will be used in establishing "Items of Value" for ARTICLE III, SECTIONS 5. Partial payments to the CONSULTANT shall not exceed the "Item of Value" percentage, "being the percent of the total work to be accomplished" until the "Item of Value" has been completed by the CONSULTANT and accepted by the CITY.

B. The CONSULTANT will bill the CITY monthly by SECTION. Such payments will be based on the amount earned to date of invoice, displayed as percentages complete, but not to exceed the fee stated in ARTICLE VI, SECTION 1.A-G. Payment will be subject to submission by the CONSULTANT of such vouchers or invoices, and such evidence of performance that the CITY may deem necessary. Invoices will be submitted to the ENGINEER MANAGER for review and approval. The CONSULTANT will be required to submit monthly progress reports per SECTION regardless of whether or not an invoice is submitted and whether or not any work is performed during the month.

C. The CONSULTANT will correlate and coordinate the accounting of CONSULTANT to comply with the current audit system of the ALDOT and applicable Federal Acquisition Regulations.

D. The acceptance of the CONSULTANT of the final payment will constitute and operate as a release to the CITY of all claims and of any and all liability to the CONSULTANT, its representatives and assigns for all things done, furnished or relating to the services

rendered by the CONSULTANT under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.

ARTICLE VII – INSURANCE REQUIREMENTS

The CONSULTANT shall take out and maintain during the life of the AGREEMENT, insurance with a company licensed and qualified to do business in the State of Alabama and certified by an agent licensed and qualified in the State of Alabama.

The following minimum amounts of insurance will be maintained for the duration of the AGREEMENT; however, coverage shall also conform to minimum requirements of Exhibit F, referred to later in this AGREEMENT.

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:

   a. Bodily Injury by Accident $1,000,000 each accident

   b. Bodily Injury by Disease $1,000,000 policy limit

   c. 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 the Contractor.

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

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. Excess / Professional Liability

1) $100,000 for project from -0- to $1,000,000

2) Projects for more than $1,000,000 to be negotiated

ARTICLE VIII – INDEMNIFICATION

The CONSULTANT 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 CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

CONSULTANT 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.

ARTICLE IX - PROHIBITION OF BOYCOTTING

By signing this contract, CONSULTANT 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.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

ARTICLE X – IMMIGRATION

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.

ARTICLE XI – NON-DISCRIMINATION

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.

ARTICLE XII - MISCELLANEOUS PROVISIONS

Any Exhibits attached hereto, are hereby made a part of the AGREEMENT and the terms and provisions of such exhibits are binding on the parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the AGREEMENT.

ARTICLE XIII - SIGNATURE PAGES

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed in triplicate by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be effective and is subject to all the ARTICLES of this AGREEMENT:

CITY OF MOBILE, a Municipal Corporation

By: W S Stimpson

William S. Stimpson, Mayor

Date: 12/4/24

Attest: Lana Paterbach

Lana Paterbach

~~Lisa C. Lambert~~, City Clerk ASSISTANT

Date: 12/4/24

Volkert, Inc.

By: Harold E Eubanks

Hank Eubanks, Region Vice President

Date: 10-30-2024

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Harold "Hank" Z. Eubanks as Region Vice President of Volkert, Inc., 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 Volkert, Inc.

Sworn to and subscribed for me this 30 day of Oct 2024.

NOTARY PUBLIC My Commission Expires:

[SEAL]

Federal-Aid Project:

State: ALABAMA .

County: MOBILE .

City: MOBILE .

CERTIFICATION OF CONSULTANT

I hereby certify that I am the REGION VICE PRESIDENT duly authorized representative of the firm of Volkert Inc. whose address is 1110 Montlimar Drive, Suite 1050, Mobile, Alabama 36609 and that neither I nor the above firm I here represent has:

a) employed or retained from commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,

b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certification is to be furnished to the City of Mobile, the Alabama Department of Transportation, the Federal Highway Administration, and the U.S. Department of

Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

10-30-2024

Date

Signature

Federal-Aid Project:

State: ALABAMA .

County: MOBILE .

City: MOBILE .

CERTIFICATION OF CITY ENGINEER

I hereby certify that I am the City Engineer for the City of Mobile, and that the consulting firm nor its representatives have been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

a) employ or retain, or agree to employ or retain, any firm or person, or,

b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration or any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Alabama Department of Transportation, the Federal Highway Administration, and the U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

10/31/2024

Date

Signature

ATTACHMENT A - ASSUMPTIONS FOR CONTRACT

1. Only landscaping that will be installed will be solid sodding.
2. No irrigation will be included in this project.
3. The project will be a city let project with ALDOT oversight.

ATTACHMENT B – MANDAY FEE ESTIMATE

VOLKERT, INC.
MANPOWER AND FEE PROPOSAL

FOR

CITY OF MOBILE

PROJECT NO. 2024-2045-05

BROAD STREET PHASE III - FINAL DESIGN

MOBILE COUNTY

FINAL PLAN DEVELOPMENT FOR BROAD STREET PHASE III (BROAD ST FROM GARRITY RD TO PALMETTO ST)

August 1, 2024

Project No.	2024- 2045-05
County	Mobile
Description	Broad St Phase III
Scope of Work	Final Plans
Project Length	1.45 Miles
Consultant	Volkert, Inc.

GRAND TOTAL OF FEE PROPOSAL

Corridor/Design Studies	$8,010	LS
Roadway Plans	$265,953	LS
Construction Admin Assistance	$13,140	NTE
GRAND TOTAL FEE	**$287,103**	

Combined overhead rate (%) >>>>>>>>>>>>>>>>	150.73
Facilities Capital Cost of Money (if used) >>>>>>	0.74

LABOR RATES

Classification	Daily Rate
Project Manager	$623.00
Engineer	$517.00
Environmental	$488.00
Engineering Technician/CADD	$371.00
Environmental Technician	$371.00
Clerical	$273.00
PLS	$0.00
Survey Crew	$0.00

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Katelyn Fimmon

Signed

8/1/2024

Date

Project Manager

Position/Title

Form Revised 7-30-13

Project Number 2024- 2045-05 **CPMS #** _____
County Mobile
Description Broad St Phase III
Scope of work Final Plans
Length 1.45 miles

Consultant Volkert, Inc.

CORRIDOR/DESIGN STUDIES	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
ENVIRONMENTAL					
Letter Re-Evaluation			5.00		0.00
			0.00		0.00
SUB-TOTAL	0.00		5.00		0.00
10% Supervision			0.50		
TOTALS	**0.00**		**5.00**		**0.00**

Project No. 2024- 2045-05
County Mobile
Description Broad St Phase III
Scope of Work Final Plans
Project Length 1.45 Miles

Consultant Volkert, Inc.

Fee Proposal (Corridor/Design Studies)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.50	$ 623.00	$ 311.50
Engineer	5.00	$ 517.00	$ 2,585.00
Engineering Technician/CADD	0.00	$ 371.00	$ -
Clerical	0.00	$ 273.00	$ -
	Total Direct Labor		$ 2,896.50
Combined Overhead (%)	150.73		$ 4,365.89
Out-of-Pocket Expenses**			$ -
		Sub-Total	**$ 7,262.39**
Operating Margin (10%)			$ 726.24
		Sub-Total	**$ 7,988.63**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 7,988.63**
Facilities Capital Cost of Money (% of Direct Labor)	0.74		$ 21.43
		TOTAL FEE	**$ 8,010.06**

**See Grand Total Fee sheet

Form Revised 1-3-13

Project Number 2024- 2045-05 **CPMS #** _____
County Mobile
Description Broad St Phase III
Scope of work Final Plans
Length 1.45 miles

Consultant Volkert, Inc.

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.10	0.10	0.15	0.15
INDEX SHEET	1.00	0.10	0.10	0.15	0.15
GEOMETRIC LAYOUT/SURVEY CONTROL	6.00		0.00	0.20	1.20
PROJECT NOTE SHEET (Project)	2.00	0.15	0.30	0.10	0.20
PROJECT NOTE SHEET (TCP)	1.00	0.10	0.10	0.10	0.10
PROJECT NOTE SHEET (Signage)			0.00		0.00
PROJECT NOTE SHEET (Signals)	1.00	0.10	0.10	0.10	0.10
PROJECT NOTE SHEET (ITS)			0.00		0.00
PROJECT NOTE SHEET (Lighting)			0.00		0.00
PROJECT NOTE SHEET (Traffic Loops)			0.00		0.00
STANDARD DRAWINGS SHEET	2.00	0.05	0.10	0.10	0.20
PLANS LEGEND & ABBREVIATIONS	1.00		0.00	0.05	0.05
TYPICAL SECTIONS					
Main Roadway	1.00	0.05	0.05	0.10	0.10
Cross Roads	1.00	0.05	0.05	0.10	0.10
Detour & Misc.	5.00	0.05	0.25	0.10	0.50
Ramps			0.00		0.00
Ditches			0.00		0.00
			0.00		0.00
SUMMARY SHEET					
Main Summary	4.00	0.05	0.20	0.15	0.60
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	1.00	0.10	0.10	0.05	0.05
Culvert Extension, New Culvert			0.00		0.00
Bridge Culvert Extension, New Bridge Culvert			0.00		0.00
Guardrail/End Anchors			0.00		0.00
Slope Paving (Under Bridges)			0.00		0.00
Side Drain Pipe			0.00		0.00
Signing	1.00	0.05	0.05	0.05	0.05
Base & Pavement	1.00	0.25	0.25	0.25	0.25
Bridge			0.00		0.00
Striping & Pavement Markings	1.00	0.10	0.10	0.05	0.05
Curb & Gutter	1.00	0.05	0.05	0.05	0.05
Bridge End Slabs			0.00		0.00
Roadway Lighting	1.00	0.25	0.25	0.25	0.25
Signals	1.00	0.25	0.25	0.25	0.25
ITS			0.00		0.00
Sidewalk	1.00	0.10	0.10	0.10	0.10
Slope Paving	1.00	0.05	0.05	0.05	0.05
Concrete Safety Barrier			0.00		0.00
Retaining Wall			0.00		0.00
Misc. Boxes	1.00	0.50	0.50	0.50	0.50
Erosion Control	1.00	0.10	0.10	0.10	0.10
Removal Items	2.00	0.10	0.20	0.10	0.20
Utility Relocation	1.00	0.10	0.10	0.10	0.10
			0.00		0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PLAN & PROFILE					
Main Roadway	16.00	0.40	6.40	0.40	6.40
Crossroads			0.00		0.00
Detours			0.00		0.00
Retaining Walls			0.00		0.00
DEMO SHEETS					
Main Roadway			0.00		0.00
Crossroads			0.00		0.00
Detours			0.00		0.00
Retaining Walls			0.00		0.00
			0.00		0.00
PAVING LAYOUT (includes striping)					
Main Roadway	16.00	0.25	4.00	0.25	4.00
Crossroads			0.00		0.00
Intersections			0.00		0.00
			0.00		0.00
INTERSECTIONS					
Geometrics	8.00	0.20	1.60	0.25	2.00
Ramps Profiles			0.00		0.00
Site Grading			0.00		0.00
Cross Sections			0.00		0.00
Signing			0.00		0.00
Ramp Gore Details			0.00		0.00
			0.00		0.00
TRAFFIC CONTROL					
Sequence of Construction	1.00	0.25	0.25	0.25	0.25
Summary & Items	1.00	0.25	0.25	0.25	0.25
Typical Section Sketches	1.00	0.25	0.25	0.50	0.50
Layout Sheets (signs, devices, shifts, etc.)	32.00	0.10	3.20	0.15	4.80
Special Drawings			0.00		0.00
			0.00		0.00
SIGNING					
Sign Layout	16.00	0.25	4.00	0.25	4.00
Sign X-Section			0.00		0.00
Sign Panel Details	2.00	0.50	1.00	0.50	1.00
Soils Data Sheets			0.00		0.00
			0.00		0.00
LANDSCAPING, IRRIGATION & SOILS					
Landscaping Plans			0.00		0.00
Irrigation Plans			0.00		0.00
Soils Plans			0.00		0.00
			0.00		0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	3.00	2.00	6.00	1.00	3.00
Traffic Counts (1 per site)			0.00		0.00
Signal Warrant Analysis (1 per site)			0.00		0.00
			0.00		0.00
ITS					
Systems Engineering			0.00		0.00
Special Study			0.00		0.00
Legend			0.00		0.00
Special Details			0.00		0.00
ITS Layouts			0.00		0.00
Optical Fiber Splice Charts			0.00		0.00
Fiber - Cable Routing Diagram			0.00		0.00
Specifications			0.00		0.00
Other Project Coordination			0.00		0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
LIGHTING					
Plan Layout	16.00	0.25	4.00	0.50	8.00
Lighting Schedule	1.00	0.50	0.50	0.25	0.25
Demo Plans			0.00		0.00
Special Details	2.00	0.50	1.00	0.50	1.00
Soils & Passive Pressure			0.00		0.00
			0.00		0.00
UTILITY SHEETS					
Utility Locations (plan/profile)	16.00	0.25	4.00	0.50	8.00
Utility Coordination			15.00		0.00
			0.00		0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations			1.00		5.00
Hydraulic Data Sheet			0.00		0.00
Details	3.00	0.50	1.50	1.00	3.00
			0.00		0.00
SOIL SHEETS					
Soil Boring Logs	10.00	0.25	2.50	0.10	1.00
Soil Profile			0.00		0.00
			0.00		0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.25	0.25	0.25	0.25
Phased Sheets (Phase I)	16.00	0.10	1.60	0.10	1.60
Phased Sheets (Phase II)	16.00	0.10	1.60	0.10	1.60
Phased Sheets (Phase III)	16.00	0.10	1.60	0.10	1.60
CBMPP & NOI			2.00		1.00
			0.00		0.00
ROADWAY CROSS SECTIONS					
Main Roadway	40.00	0.25	10.00	0.15	6.00
Crossroads			0.00		0.00
Earthwork Balancing			0.00		0.00
			0.00		0.00
RAILROAD CROSSING					
Coordination Meetings			3.00		0.00
Plan Revisions			2.00		6.00
			0.00		0.00
MEETINGS					
Biweekly Coordination Meetings			6.00		0.00
			0.00		0.00
REVIEW COMMENTS					
30% Plan Review			1.00		4.00
Plan-In-Hand Plan Review			1.00		3.00
PS&E Plan Review			1.00		2.00
CN Submittal			1.00		1.00
FBC Submittal			0.50		0.50
OE Submittal			0.25		0.25
Cost Estimates			2.00		2.00
Construction Bidding			3.00		2.00
SUB-TOTAL	273.00		97.70		90.70
10% Supervision			9.77		
TOTALS	**273.00**		**97.70**		**90.70**

Project No.	2024- 2045-05
County	Mobile
Description	Broad St Phase III
Scope of Work	Final Plans
Project Length	1.45 Miles
Consultant	Volkert, Inc.

Fee Proposal (Roadway Plans)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	9.77	$ 623.00	$ 6,086.71
Engineer	97.70	$ 517.00	$ 50,510.90
Engineering Technician/CADD	90.70	$ 371.00	$ 33,649.70
Clerical	0.00	$ 273.00	$ -
	Total Direct Labor		$ 90,247.31
Combined Overhead (%)	150.73		$ 136,029.77
Out-of-Pocket Expenses**			$ -
		Sub-Total	**$ 226,277.08**
Operating Margin (10%)			$ 22,627.71
		Sub-Total	**$ 248,904.79**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Geotechnical Fee			$ 15,600.00
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ 780.00
		Sub-Total	**$ 265,284.79**
Facilities Capital Cost of Money (% of Direct Labor)	0.74		$ 667.83
		TOTAL FEE	**$ 265,952.62**

**See Grand Total Fee sheet

Form Revised 1-3-13

Project Number 2024- 2045-05 **CPMS #** _____
County Mobile
Description Broad St Phase III
Scope of work Final Plans
Length 1.45 miles

Consultant Volkert, Inc.

CONSTRUCTION ADMIN ASSISTANCE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
AS NEEDED					
Correspondance			5.00		5.00
			0.00		0.00
SUB-TOTAL	0.00		5.00		5.00
10% Supervision			0.50		
TOTALS	**0.00**		**5.00**		**5.00**

Project No. 2024- 2045-05
County Mobile
Description Broad St Phase III
Scope of Work Final Plans
Project Length 1.45 Miles

Consultant Volkert, Inc.

Fee Proposal (Construction Admin Assistance)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.50	$ 623.00	$ 311.50
Engineer	5.00	$ 517.00	$ 2,585.00
Engineering Technician/CADD	5.00	$ 371.00	$ 1,855.00
Clerical	0.00	$ 273.00	$ -
	Total Direct Labor		$ 4,751.50
Combined Overhead (%)	150.73		$ 7,161.94
Out-of-Pocket Expenses**			$ -
	Sub-Total		**$ 11,913.44**
Operating Margin (10%)			$ 1,191.34
	Sub-Total		**$ 13,104.78**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
	Sub-Total		**$ 13,104.78**
Facilities Capital Cost of Money (% of Direct Labor)	0.74		$ 35.16
	TOTAL FEE		**$ 13,139.94**

**See Grand Total Fee sheet

Form Revised 1-3-13

Project No. 2024- 2045-05
County Mobile
Description Broad St Phase III
Scope of Work Final Plans
Project Length 1.45 Miles

Consultant Volkert, Inc.

Out-of-pocket Expenses (Roadway Plans)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
	0	0	$0.655	$ -
	0	0	$0.655	$ -
	0	0	$0.655	$ -
	0	0	$0.655	$ -
			Total Mileage Cost	$ -

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	$ -
			Total Travel Cost	$ -

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		$ -

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total
	$ -

Total Out-of-pocket Expenses $ -

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Form Revised 1-3-13

Project No.	2024- 2045-05
County	Mobile
Description	Broad St Phase III
Scope of Work	Final Plans
Project Length	1.45 Miles
Consultant	Volkert, Inc.

PROJECT SCOPE

Volkert Scope
Prepare Broad St Phase III Final Plans for the City of Mobile.
Final plans will include pavement resurfacing & restriping, pedestrian lighting, upgraded signals, and in-kind replacement of c&g, sidewalk and inlets (as needed).
ALDOT Scope
Plan review and project oversight.
Assumptions
Only landscaping that will be installed will be solid sodding.
No irrigation is included in this proposal.
The project will be a city let project.

4000 Meadow Lake Drive
Suite 121
Birmingham, AL 35242
+1 (205) 733-7600

wsp.com

July 10, 2024

TRANSMITTED VIA EMAIL

Ms. Katelyn Finnorn, P.E.
Project Manger
Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Telephone No.: (251) 342-1070 (ext. 1336)
Email: drew.davis@volkert.com

Subject: **Proposal for Geotechnical Exploration and Engineering Services**
Broad Street from Garrity Rd to Canal St.
Phase III
Mobile, Mobile County
WSP Proposal Number No. PROP24BIRM-035 (Rev A)

Ms. Finnorn,

WSP USA Environment & Infrastructure, Inc. (WSP USA), is pleased to submit this proposal to provide geotechnical explorations and engineering services for the subject project. WSP issued a Soil Survey and Materials Report on February 9, 2018, for the proposed project along Broad St. in Mobile, Mobile County. Our services in 2017 and 2018 were performed directly for ALDOT on the behalf of the City of Mobile and we understand from MS. Finnorn that WSP's proposed services stated in the scope of services section of this proposal will be performed directly for Volkert, Inc. (Volkert) on the behalf of the City of Mobile. Ms. Finnorn indicated that Volkert would like for WSP to update the pavement design that was included in the report for a slightly shorter section of the roadway along Broad St. from Garrity Rd to Canal St. instead of a roadway section along Broad St from I-10 EB on Ramp to 150' South of Government St, perform soil drilling (or CPT Soundings) for the proposed three signalized intersections along Broad St. section of the project.

PROJECT INFORMATION

We understand from Ms. Finnorn at Volkert that the City of Mobile has engaged and tasked Volkert to finalize Phase 3 of the four phases of the Broad St. modification project in Mobile, Mobile County. We understand that ALDOT will review WSP's project deliverables and provide comments.

Ms. Finnorn indicated that Volkert would like WSP to update the pavement design using the Traffic data for Broad St. from Garrity Rd to Canal St. that is available at the Alabama Department of Transportation (ALDOT) website - https://aldotgis.dot.state.al.us/TDMPublic/.

WSP has performed geotechnical services for the Broad St from I-10 EB on Ramp to 150' South of Government St, Phase III project and our findings and recommendations were included in the preliminary geotechnical exploration report dated February 9, 2018.

SCOPE OF WORK

Our proposed scope of services for this task are:

1) Boring layout and Clearance: Boring locations will be staked in the field by a WSP professional using handheld GPS equipment. Once the boring locations are laid out/staked, WSP will contract an Alabama One Call to locate the underground utilities at the proposed test locations. We do not propose to pre-drill the boring locations by hand; although, we can provide this additional service at a cost of $200 per boring if Volkert personnel indicate that the utilities may be in the vicinity, but their locations are not known. Locations may be offset for access or utility conflicts.

2) Drilling: SPT soil borings for the three signalized intersections along Broad St. from Garrity Rd to Canal St section of the project will be advanced to 30 feet deep. One test boring will be advanced per intersection. Fieldwork will be directed, and samples logged on-site by a WSP professional. The borings at the proposed locations will be extended to 30 feet deep below existing ground surface or refusal to soil-drilling methods, whichever is shallower. The borings will be advanced utilizing a four-wheel drive drill rig. A total drilling footage of 90 feet is proposed. Standard penetration tests (SPT) will be performed in the borings as they are advanced in accordance with ASTM D1586. Split spoon samples will be obtained at 2.5-foot intervals in the upper 10 feet of each of the test boring and at 5-foot intervals thereafter.

3) The ground surface elevations will be referenced to an onsite benchmark provided by Volkert. We have assumed the following in preparing this proposal: (1) location of the boring will be accessible to a four-wheel drive drill rig, (2) no hazardous materials will be encountered during drilling operations; and (3) Level D personnel protective equipment (hard hat, safety glasses, safety vests, and work boots) will be sufficient.

   We will make time-of-boring groundwater readings in our boring where possible. We do not intend on installing temporary piezometers at the test location. Also, due to the lack of any proposed appreciable excavations, we do not anticipate the need for a permanent groundwater observation well.

   At the conclusion of the drilling activities, each of the test borings will be backfilled with auger spoils.

We note that testing for possible contaminants in the soil and groundwater is not included in the proposed scope of services outlined above. Should indications of contaminants be observed by WSP field personnel, we will cease drilling and contact the Volkert for further directions.

We intend to include the following services in the subject project phase:

- Review geotechnical data and recommendations provided in previous draft reports for the project.
- Field classification of soil samples and water table readings; and
- Limited laboratory testing of soil samples.

Upon completion of the field exploration and laboratory testing of soil samples, we will perform our analyses and produce a report summarizing our findings and our recommendations. The report will include the following items:

- A summary of the field exploration activities performed.
- Description of the conditions encountered in the borings and their relation to other nearby data available for the site.

- Interpreted profile for the site generally (and for specific areas of the site, where applicable) based on the conditions encountered in the current and past explorations.
- Provide generalized soil parameters for signal poles such as approximate moist unit weight (pcf), friction angle in degrees, Cohesion (C) in (psf) and Soil Modulus (k) in pci;
- Recommendations for proposed poles foundations (including the recommended type(s) of foundation and the load support capacities, soil bearing capacity, and typical estimated settlement for these general foundation types);
- Update the pavement design for Broad St. from Garrity Rd to Canal St.

ASSUMPTIONS

- WSP will use subcontractor drilling services.
- All boring locations are accessible to a four-wheel drive drill rig. If mobilization of additional/alternative drilling equipment is required, (for reasons not caused by WSP), additional mobilization of the drill equipment/crew and an additional site trip by our engineer will be added to the project budget.
- The cost for any ground, vegetation, sidewalk, or pavement repair/replacement due to the operation of drilling equipment is not included as part of the scope of this proposal.
- The time window provided to WSP for completing the assigned field work shown in the scope of services will allow the field work to be completed during normal workday hours. Weekend or night work will incur surcharges and will be dependent on the nature and length of weekend/night work.
- All arrangements regarding site access, and the clearing of surface obstructions from the area of explorations and field work area (if required) will be made by Client before and during the drilling activities.
- WSP is not responsible for maintaining utility marks, or for re-marking moved, altered, or obliterated utility marks. If utility marks are destroyed, and Client wishes WSP or their subcontractors to remark utilities, WSP will impose additional fees to remobilize to the site.
- WSP will submit draft and final reports in electronic *.pdf format.
- The proposed budget does not account for potential delays caused by adverse or severe weather conditions. Any significant weather delays including heavy rainfall or flooding that may occur during field work may require a change of scope/budget/schedule.
- Cost assumes unimpeded site access for the duration of the fieldwork.
- Any activities that are not explicitly stated as part of the scope of work are excluded from the proposal.
- A health and safety plan will be created for use during the proposed fieldwork.
- This proposal is good for 30 days.
- WSP has no liability for any errors arising from incorrect or incomplete information supplied by the Client.

SCHEDULE

We anticipate that drilling can be performed within 3 to 4 weeks of notice to proceed from Volkert, and that a report can be issued by WSP within 3 to 4 weeks of the completion of drilling. Therefore, we estimate that a report can be issued to Volkert within 7 to 8 weeks of notice to proceed.

ESTIMATED BUDGET

We propose to provide the outlined services on a time and materials basis in accordance with the fee schedule provided below in Table 1. Our estimated budget is **$15,600**.

Table 1: Fee Schedule

Classification	Rate/Hour
Principal Engineer	$245
Associate Engineer	$185
Senior Engineer	$145
Technical Professional II	$115
Technical Professional I	$110
Administrative	$75
Markup on subs/expenses	10%

Table 2: Cost Estimate Breakdown

Task	Cost Estimate
Field and Lab Services	$10,000
Engineering Services - WSP	$5,600
Total	**$15,600**

AUTHROIZATION

To authorize us to proceed with the proposed geotechnical services, please execute the enclosed Services Agreement – Time and Material Sheets and return the copy to us. Any exceptions to this proposal and special requirements not covered in the proposal should be listed on the authorizing document.

WSP appreciates the opportunity to continue to work with to work with Volkert, Inc. on this project. If you have any questions regarding this proposal, please contact Medhat Abdalla at or 205-980-6402.

Sincerely,
WSP USA – ENVIRONMENT & INFRASTRUCTURE, INC.

Medhat M. Abdalla, P.E.
Associate Engineer/Associate Project Manager

Brian D. Owens, P.E.
Infrastructure SL Lead

Attachments: Services Agreement – Time and Material Sheets
GBA Information Sheet

Attachments:

SERVICES AGREEMENT
(Time and Materials)

THIS AGREEMENT (the "Agreement"), effective this 10th day of July 2024, is made by and between WSP USA Environment & Infrastructure, Inc., a Nevada corporation, with an address at 4000 Meadow Lake Drive, Suite 121, Birmingham, Alabama 35242 ("WSP USA") and Volkert, Inc. (Volkert), a consulting firm, with an address at 1110 Montlimar Drive, Suite 1050 Mobile, Alabama 36609 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. SCOPE OF SERVICES: This Agreement sets forth the terms and conditions pursuant to which WSP USA will provide CLIENT services (the "Services") as described in its proposal, dated July 10th, 2024, attached as Exhibit 1 ("Proposal"). PROP24BIRM-035 (Rev A) dated July 10th, 2024.

2. COMPENSATION: WSP USA will be compensated in US dollars for its Services on a time-and-materials basis.

WSP USA shall be reimbursed for all hours worked, all applicable taxes, and other costs incurred at the rates and terms set forth on Exhibit 1. Should the total cost of WSP USA's performance der be greater than the estimated amount, WSP USA will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

In addition to the amount payable for services, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified. If Services are required to be provided in any foreign jurisdiction (i.e. – outside the US), CLIENT shall compensate WSP USA for any and all additional taxes, penalties, duties, levies or other charges by any governmental authority assessed or imposed in relation to this Agreement or the Services or any part thereof, which exceed those imposed in the US and whether assessed or imposed on WSP USA, its employees, its subcontractors or otherwise.

Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a one and one-half percent (1.5%) per month late fee on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by WSP USA in the collection of delinquent invoice amounts shall be paid by CLIENT.

Payment will be made to WSP USA at the address specified on WSP USA's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify WSP USA of that fact in writing within ten (10) days from the date of receipt of WSP USA's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by WSP USA. WSP USA may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) WSP USA reasonably believes that CLIENT will be unable to pay WSP USA in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until WSP USA has been paid in full for all balances past due including applicable service charges and CLIENT provides WSP USA with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

The rates stated in the Proposal or included in Exhibit 1 shall be the basis for determining WSP USA's compensation for any Services. After January 1 of each subsequent calendar year, the rates may be increased by WSP USA up to an overall average increase of five percent (5%); provided that an overall average increase in excess of five percent (5%) shall be subject to CLIENT's approval. WSP USA shall provide CLIENT with thirty (30) days advance notice of any change in rates.

3. STANDARD OF CARE: WSP USA will perform the Scope of Services specified utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of WSP USA's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. INDEPENDENT CONTRACTOR: WSP USA shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. WSP USA shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by WSP USA and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

5. INSURANCE: WSP USA will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) ($1,000,000 per occurrence / $2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage ($1,000,000 CSL).

6. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of WSP USA, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should WSP USA encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, WSP USA shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in WSP USA's reasonable opinion, the conditions cause an increase or decrease in WSP USA's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in WSP USA's compensation, schedule, or both. In the event no Change Order is agreed to, WSP USA reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

7. FORCE MAJEURE: Should performance of Services by WSP USA be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by WSP USA; earthquakes; fires; floods; labor disturbances; epidemics; and unusually severe weather. WSP USA will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by WSP USA.

8. INSTRUMENTS OF SERVICE: All reports, drawings, plans, or other documents (or copies) furnished to WSP USA by the CLIENT, shall at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however, that WSP USA may retain one (1) copy of all such documents All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by WSP USA under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with WSP USA.

CLIENT agrees as follows: (i) the instruments of service (a) may be used and relied upon only by CLIENT and, subject to the terms of this Agreement, its design team solely for the design of the Project, (b) will not be used other than for the Project, but may be submitted for any necessary regulatory approval, (c) may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, WSP USA and (d) will reflect WSP USA's findings as to conditions that existed only at the time the Services were performed; (ii) WSP USA (a) makes no representations as to any facts or assumptions provided to, but not independently verified by, WSP USA and (b) may rely on all of the information and data provided by CLIENT to WSP USA being accurate and complete; (iii) any third party who wishes to rely on any instruments of service must first sign WSP USA's Reliance Letter Agreement; and (iv) if CLIENT requests instruments of service on electronic media, the electronic copy may be inaccurate or incomplete and the document retained by WSP USA will be the official document, and any modification(s) of the electronic copy made by CLIENT will be at its own risk. CLIENT hereby releases, defends, indemnifies, and holds harmless WSP USA from and against all liabilities asserted against, or incurred by, WSP USA related to the breach by CLIENT of any of the foregoing agreements; provided, if CLIENT is a governmental entity, it has no obligation to defend or indemnify WSP USA.

9. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: (i) provide WSP USA all available material, data, and information pertaining to the Services, including, without limitation, plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests, written reports, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site and shall

immediately transmit to WSP USA any new information that becomes available or any changes in plans; (ii) convey and discuss such materials, data, and information with WSP USA; and (iii) ensure cooperation of CLIENT's employees.

CLIENT shall indemnify, defend, and save WSP USA harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors, or agents; (iii) any allegation that WSP USA is the owner or operator of a site, or arranged for the treatment, transportation or disposal of hazardous materials, including all adverse health effects thereof and (iv) site access or damages to any subterranean structures or any damage required for site access.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless WSP USA from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

10. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by WSP USA for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for WSP USA's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. WSP USA will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to WSP USA in connection with its work.

11. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT If the samples or wastes resulting from the Services contain any contaminants, WSP USA, as the CLIENT's agent, and at CLIENT's direction and expense, will either (i) return such samples or wastes to, or leave them with, CLIENT for appropriate disposal or (ii) using a manifest signed by CLIENT as generator and arranger, coordinate the transport of such samples or wastes to an approved facility selected by CLIENT for final disposal, using a transporter selected by CLIENT. At no time will WSP USA assume possession or title, constructive or express, to any such samples or wastes. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples and wastes.

12. LIMITATION OF LIABILITY: As part of the consideration WSP USA requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against WSP USA by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against WSP USA or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of WSP USA's standard of care hereunder shall be to require WSP USA to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WSP USA TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WSP USA IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS ($50,000) OR THE TOTAL FEES ACTUALLY PAID TO WSP USA BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WSP USA OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WSP USA IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, WSP USA would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by WSP USA, (iv) the Limitation is merely a limitation of, and not an exculpation from, WSP USA's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless WSP USA, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to WSP USA performing the Services in accordance with the Standard of Care.

WSP USA and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either WSP USA or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which WSP USA shall be liable are limited to that proportion of such damages which is attributable to WSP USA's percentage of fault subject to the other limitations herein.

13. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other, except that WSP USA may assign its interest in the Agreement to related or affiliated companies of WSP USA or subcontract portions of the Services to a qualified subcontractor without the consent of CLIENT.

If services are required in New York, WSP USA will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. WSP USA shall retain responsibility in accordance with this Agreement for all services performed.

14. COST ESTIMATES: If included in the Services, WSP USA will provide cost estimates based upon WSP USA's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only WSP USA's judgment as a professional and, if furnished, only for CLIENT's general guidance and are not guaranteed as to accuracy.

15. DISPUTE RESOLUTION: If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, WSP USA and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of WSP USA and CLIENT. If such negotiations are unsuccessful, WSP USA and CLIENT agree to attempt to settle the dispute by good faith mediation if both parties agree. If the dispute cannot be settled though mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the WSP USA office entering into this Agreement. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

16. **TERM AND TERMINATION:** The term of this Agreement shall commence as of the day and year first written above, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than ten (10) days advance written notice to the other party. WSP USA may terminate this Agreement immediately in writing if CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

Notwithstanding the termination of this Agreement, this Agreement will survive as to the Services provided prior to the Agreement's effective termination date, until all of the rights and obligations of both parties thereunder have been fulfilled.

CLIENT shall compensate WSP USA for all Services performed hereunder through the date of any termination and all reasonable costs and expenses incurred by WSP USA in effecting the termination, including non-cancelable commitments and demobilization costs.

17. NOTICE: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement (or such other address as the parties may designate from time to time in writing) and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. Notices shall be effective: (a) upon receipt after being delivered personally, (b) 3 days after being deposited in the mail as described above, or (c) 2 days after being deposited with a commercial courier service.

18. CONFIDENTIALITY: Both parties shall keep all information and data provided by the other party pertaining to the Services strictly confidential, and unless such information and data is already in the public domain on the date of the Agreement, neither party shall publish or otherwise disseminate such information and data to any third party without receiving written permission to do so from the source of such information or data. If disclosure of such confidential information is required by law or legal process, the party obligated to disclose such information should provide reasonable advance notice to the party that provided such information.

19. WAIVER: The failure of either WSP USA or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by WSP USA or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

20. SEVERABILITY AND HEADINGS: Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby. The headings used in this Agreement are for general reference only and do not have special significance.

21. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the WSP USA office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

22. NONDISCRIMINATION AND AFFIRMATIVE ACTION: WSP USA agrees to comply with Executive Order 11246 and the applicable federal regulations pertaining to nondiscrimination and affirmative action, including the Equal Opportunity Clause, the Affirmative Action Clause for Handicapped Workers, and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era. Further, WSP USA agrees that its facilities are not segregated.

23. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by WSP USA. The presence of WSP USA's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. WSP USA's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that WSP USA is not responsible for safety or security at a site, other than for WSP USA's employees, and that WSP USA does not have the contractual duty or legal right to stop the work of others.

24. AUTHORIZATION TO SIGN: The person signing this Agreement warrants that he has authority to sign as, or on behalf of, the CLIENT for whom or for whose benefit WSP USA's services are rendered.

25. ANTI-BRIBERY: The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:

(a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.

(b) Induce or attempt to induce any officer, servant or agent of any private or public body to neither depart from his duties to his employer nor be involved with any such arrangement.

26. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of WSP USA and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modification or revision of any provision set forth herein or any additional provision contained in any purchase order, acknowledgment, or other form of the CLIENT is hereby superseded and expressly objected to by WSP USA and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall WSP USA be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by WSP USA. CLIENT shall endeavor to reference this Agreement on any purchase order or other form it may issue to procure WSP USA services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and WSP USA have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT		**WSP USA Environment & Infrastructure, Inc.**	
By:	_____	By:	_____
Name:	_____	Name:	Medhat M. Abdalla
Title:	_____	Title:	Associate Engineer

Exhibit "1"

Proposal
Proposal # PROP24BIRM-035 (Rev A) dated July 10th, 2024.

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected.* During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final,* because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm's membership in GBA by contacting GBA directly or at its website.

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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ATTACHMENT C – INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greyling Ins Brokerage/EPIC
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: Greyling COI Specialist
PHONE (A/C, No, Ext): 770.756.6599 **FAX (A/C, No):**
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : Everest National Insurance Company	10120
INSURER C : Evanston Insurance Company	35378
INSURER D : New Hampshire Insurance Company	23841
INSURER E : Allied World Surplus Lines Insurance Co	24319
INSURER F :	

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

COVERAGES **CERTIFICATE NUMBER:** 199756766 **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			9894987	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			2970073	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			XC3CU00031241	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 5,000,000
C	X EXCESS LIAB CLAIMS-MADE			MKLV2EUE101831	4/1/2024	4/1/2025	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			80878262	4/1/2024	4/1/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liab incl Poll. Liab.			03129811	4/1/2024	4/1/2025	Per 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: Broad Street Phase III. Volkert project number: 0543807.000.

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36602

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 Bradford

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ATTACHMENT D – E-VERIFY AFFIDAVIT OF VENDOR/CONTRACTOR

Company ID Number: 105558

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Volkert & Associates, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The 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. The 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. The 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 the 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).

4. SSA agrees to establish 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 and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to establish 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 aliens 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 THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien 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 provide to the Employer a manual (the E-Verify Manual) containing instructions 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, and 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 alien 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 alien 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 Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish 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 establish 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.

Company ID Number: 105558

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.

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 E-Verify 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 established 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 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 employer will use the photocopy to verify the photo and to assist the Department 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, 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 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 $500 and $1,000 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 any 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 on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 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 within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have 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 Manual. 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, 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 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 to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences 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, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA 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, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 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 the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. 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.

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 allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the 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 tentative nonconfirmation.

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 referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

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 THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the 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 tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien 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.

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 the Department through its toll-free hotline 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.

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 (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The 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 the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

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 manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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. 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.

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.

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.

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, and responses to inquiries under the Freedom of Information Act (FOIA).

Company ID Number: 105558

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: **Volkert & Associates, Inc.**

Company Facility Address: **3809 Moffett Rd**
Mobile, AL 36618

Company Alternate Address: **P.O. Box 7434**
Mobile, AL 36670

County or Parish: **MOBILE**

Employer Identification Number: **630247014**

North American Industry Classification Systems Code: **541**

Parent Company: **Volkert & Associates, Inc.**

Number of Employees: **500 to 999**

Number of Sites Verified for: **24**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSOURI 1 site(s)
- ALABAMA 6 site(s)
- FLORIDA 6 site(s)
- VIRGINIA 1 site(s)
- GEORGIA 2 site(s)
- ILLINOIS 1 site(s)
- TENNESSEE 2 site(s)
- NORTH CAROLINA 1 site(s)
- MISSISSIPPI 2 site(s)
- LOUISIANA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Holly W Gibney**

Company ID Number: 105558

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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 Operations at 888-464-4218.

Employer Volkert & Associates, Inc.

Holly Gibney	HR Mgr
Name (Please type or print)	Title
Electronically Signed	**03/07/2008**
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**03/07/2008**
Signature	Date

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: arehnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	**Certified DBE:** YES NO	**Contract Start Date:**	
DESCRIPTION:		**Estimated Completion Date:**	

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT	FINAL _____
FEB	MAY	AUG	NOV	
MARCH	JUNE	SEPT	DEC	

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (Include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ __/__/____
(Title) (Date)

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
The attached professional services agreement is between Planning NEXT, LLC and the City of Mobile for the amount of $135,000.00. The scope of work includes refining the City's Capital Improvement Program (CIP) planning process, preparing the 2027–2031 CIP document, providing community engagement and communication support for major capital infrastructure projects, maintaining public project webpages and email communications, and supporting departmental process improvements. These services will help improve capital planning, project communication, and public engagement while supporting the City's ongoing infrastructure initiatives.

Amount of Contract:
$135,000

Funding Source
2045

ATTACHMENTS:
1. Planning Next Cover Letter
2. Planning Next_Agreement_RESOLUTION
3. PPM_ContractSigned_260730

REVIEWERS:
Jennifer Greene
Nicholas Amberger
Donna Bryars
Cherlina Monteiro

July 30, 2026

Dear Councilmembers:

The attached professional services agreement is between Planning NEXT, LLC and the City of Mobile for the amount of $135,000.00. The scope of work includes refining the City's Capital Improvement Program (CIP) planning process, preparing the 2027–2031 CIP document, providing community engagement and communication support for major capital infrastructure projects, maintaining public project webpages and email communications, and supporting departmental process improvements. These services will help improve capital planning, project communication, and public engagement while supporting the City's ongoing infrastructure initiatives.

We look forward to continued communication on this important project. Please call either 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

2026

R E S O L U T I O N

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, 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. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Planning Next LLC.

Project Name: COM Project No. 2026-2045-02

Cost: $135,000

Adopted:

_____

City Clerk

MOBILE
ALABAMA

PPM Support Services

PROJECT NO. 2026-2045-02

CONSULTANT:
Planning Next, LLC.

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT is made as of the date on which the last party executes this Agreement (the "Effective Date"), by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Planning NEXT LLC** (hereinafter called the "CONSULTANT").

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Consultant and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, **Planning NEXT LLC** is uniquely qualified in the business of strategic planning, communication, and community engagement services.

WHEREAS, the City of Mobile desires to engage **Planning NEXT LLC** 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:

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.

PROJECT MANAGER – a designated representative of the City of Mobile, responsible for overseeing the project.

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 CONSULTANT 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.

CONSULTANT - An individual, corporation, partnership, or other entity selected to perform any or all consultant services for this PROJECT. The consulting company so assigned to this PROJECT is **PLANNING NEXT LLC.**

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER for commencement of work.

PROJECT –PPM Support Services, PROJECT NO. 2026-2045-02. This project is to continue supporting Programs and Project Management Department and the City of Mobile's Capital Project Team.

II. STANDARDS

The CITY hereby retains the CONSULTANT and the CONSULTANT agrees to perform for the CITY the consultant services in connection with the PROJECT. Consultant services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT, in the preparation of items pertaining to this PROJECT, will meet the requirements for conformance with the 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 CONSULTANT under this CONTRACT will be submitted to the CITY for review and approval.

III. SCOPE OF WORK

The CONSULTANT'S Scope of Work is outlined in Exhibit A incorporated herein. The CONSULTANT shall ensure that all technical staff, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the CONSULTANT. The parties agree that throughout the life of the contract that the CONSULTANT shall submit in writing to the PROJECT MANAGER, all qualifications of all technical staff, observers, agents and any substitutions, replacements or additions prior to appointment or use by the CONSULTANT. Although the PROJECT MANAGER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the PROJECT MANAGER, of any of CONSULTANT'S technical staff, observers or agents, all acts by the CONSULTANT, or CONSULTANT'S technical staff, observers or agents are the sole responsibility and liability of the CONSULTANT.

A. The completion of this scope will strengthen the City of Mobile's Programs & Project Management function by modernizing capital program governance, improving strategic planning and project delivery, and enhancing communication for the Capital Improvement Program and other major City initiatives. The result will be a more efficient, transparent, and sustainable approach to managing and communicating projects across the organization. Key positive impact areas include:

- Strengthened Capital Program Governance and Effectiveness
- Enhanced Strategic Capital Planning and Project Delivery
- Expanded Communication and Public Engagement for the Capital Improvement Program and Major City Projects

Specifically

1. CIP Process Refinement.
2. Create the 2027-2031 CIP Document.
3. Broad Street Phase 3 – Engagement and Communication Support.
4. Maintain Major Project Webpages and Ongoing Project Email Campaigns.
5. Additional Project Support.
6. Additional Departmental Support.
7. Complete the Brownfields Program Webpage and Interactive Map.
8. Additional Tasks.

B.

1. General

   a. Should the PROJECT MANAGER request, the CONSULTANT shall schedule and conduct weekly meetings with the PROJECT MANAGER to provide a status report of progress at each meeting. These meetings shall continue until the project end date.

   b. Requirements under this task shall include all work necessary to provide all steps needed to complete final PROJECT.

2. Progress Review

   a. The CONSULTANT will be required to maintain strict review of progress of the PROJECT's progress. A monthly report shall be submitted to the PROJECT MANAGER. The monthly report will be dated the Monday following the reported period, delivered via fax, email, or regular mail.

IV. TERM.

This Contract shall extend from the date of complete execution until August 1, 2028.

V. TERMINATION

a. The City shall have the right at any time upon thirty (30) calendar day's written notice to the CONSULTANT to terminate the services of the CONSULTANT. The City shall pay to the CONSULTANT and the CONSULTANT shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

b. Any failure of the CONSULTANT to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the CONSULTANT shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

c. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section IV.a. above.

d. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the CONSULTANT and the CONSULTANT shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

e. In the event that the CONSULTANT has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the CONSULTANT indicating its intention to do so. Payment for work performed prior to the CONSULTANT'S abandonment shall be as stated above. CONSULTANT shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

f. The CONSULTANT shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

g. After consultation with and written Notice to the CONSULTANT providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the CONSULTANT'S work not performed in accordance with the requirements of this Contract; 2. The quantity of the CONSULTANT'S work not delivered or performed as represented in the CONSULTANT'S Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by CONSULTANT; 5. The CONSULTANT'S failure or refusal to perform any other obligation under this Contract.

h. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY.

VI. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The CONSULTANT 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 CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.

B. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional Consulting services, nor to limit or reduce CONSULTANT's liability for any breach thereof.

VI. COMPENSATION

Any language to the contrary in this Agreement notwithstanding, all payments to the CONSULTANT for professional services as identified in Section VI 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 CONSULTANT for such work performed shall be compensated at the rates stated in the Consultant's Hourly Rates, which is attached hereto and incorporated into this Agreement as Exhibit B Fee Schedule. 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 PROJECT MANAGER.

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 CONSULTANT, as compensation for such professional Consulting services, as shown in the in Exhibit C Consultant's Fee Disbursement Schedule attached hereto and incorporated herein, and as authorized by the CITY as follows:

Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to City for such failure.

B.

a. LIMITATIONS OF CONSULTANT 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 CONSULTANT associated with the above mentioned PROJECT shall not exceed $135,000.00 (One Hundred and Thirty-Five Thousand Dollars and Zero Cents).

C. CONSULTANT 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.

VII. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless the City of Mobile, its elected and appointed officials, officers, agents, representatives, and employees (collectively, the "City Indemnitees") from and against any and all claims, demands, actions, damages, losses, diminution in value, liabilities, costs, and expenses (including reasonable attorney's fees and litigation expenses) to the extent arising out of, relating to, or resulting from:

1. the negligent, reckless, willful, or intentional acts or omissions of CONSULTANT, its employees, agents, subconsultants, or any other entity for which CONSULTANT is legally responsible;
2. any failure by CONSULTANT to pay its subconsultants, suppliers, or vendors; or
3. any actual or alleged infringement or misappropriation of intellectual property rights arising out of CONSULTANT's services.

The duty to defend is independent of and in addition to the duty to indemnify and shall apply upon the assertion of any claim within the scope of this provision, regardless of ultimate liability.

STANDARD OF PERFORMANCE:

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE

CONSULTANT shall procure and maintain insurance as specified in Exhibit F, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement. For the duration of this Agreement, CONSULTANT shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including Technology E&O with the limits not less than. $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..

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 CONSULTANT.

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. The consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VIII. COMPLIANCE WITH IMMIGRATION LAW

By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if 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.

IX. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Funds. Said funds are on hand at the time of the execution of this CONTRACT.

X. ANTI- BOYCOTTING

CONSULTANT agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XI. ANTI-DISCRIMINATION CLAUSE

The CONSULTANT shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all 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.

XII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this CONTRACT, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. CONSULTANT agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the CONSULTANT shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. 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. CONSULTANT shall use TUC as an essential component to project management with the City of Mobile.

XIV. DEFAULT/ BREACH.

Default. Default, for purposes of this CONTRACT, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key

personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XV. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by CONSULTANT 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 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. WITHHOLDING PAYMENT DUE

A. Default by Consultant shall excuse any obligation of City to pay compensation or sums otherwise due Consultant under the agreement. City may withhold any and all sums due if there has been a default or breach by Consultant of any provision of this agreement.

XVII. CURE PLAN

A. If Consultant fails to comply with any material provision of this agreement, the City may issue a written notice requiring Consultant to submit a corrective action plan (CAP) within such time as City directs. If Consultant fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement

XVIII. 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 Consultant'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 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 Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the 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 Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

U. NON-ASSIGNMENT. The City and Consultant 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

Planning NEXT, LLC.

By: _____

Print: Michael Curtis

Its: Principal

Address: 955 Mord Street

Suite 150

Telephone: 614 586 1500

STATE OF ~~ALABAMA~~ Ohio
CITY OF ~~MOBILE~~ Columbus, County of Franklin

I, Megan L. Tomeo, a Notary Public in and for said State and County, hereby certify that Michael Curtis, whose name as Principal of Planning NEXT, LLC. 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 30th day of July, 2026.

MEGAN L. TOMEO
Notary Public, State of Ohio
My Commission Expires 01/30/2028

Megan L. Tomeo
NOTARY PUBLIC

My Commission Expires: 01/30/2028

CITY OF MOBILE, A Municipal Corporation

By: _____
Spiro Cheriogotis
Mayor

ATTEST:

By: _____
Its City Clerk

Print: _____

EXHIBIT A: PROJECT SCOPE (Description of Services)

- **Task 1 – CIP Process Refinement**

  The City's capital improvement planning process was designed several years ago and is due for a refresh. New administration, new council members, and evolving capital funding structures have created conditions where the current process no longer fits the people and decisions it is meant to serve. The purpose of this task is to assess the current process, recommend targeted improvements, and equip the CIP Manager with practical tools to run a more efficient, communicative, and well-governed process going forward.

  1.1 Assess Current Process. Consultant will conduct a structured assessment of the current CIP process, including its governance structure, decision-making steps, funding scope, and communication practices. Assessment activities will include:

  - Interviews with key stakeholders including the CIP Manager, relevant department directors, and representatives of the governance committee
  - Review of current process documentation, meeting formats, and communication materials
  - Identification of gaps between current practice and the needs of today's administration and council

  The assessment will examine two areas of particular need: (1) the role, membership, and engagement of the governance committee, and (2) the scope of the process, which has historically centered on district capital funding but should be broadened to encompass all capital fund sources available to the City.

  Consultant will prepare a brief findings memo summarizing process strengths, pain points, and priority recommendations for City staff review before proceeding to task 1.2.

  1.2 Prepare Process Guidance and Templates. Based on assessment findings, Consultant will develop practical tools to support a more effective CIP process.

  Deliverables will include:

  - Process guide: A streamlined description of the updated CIP process steps, roles, and timeline — written for clarity and usability.
  - Governance committee guidance: Recommendations on committee role, membership composition, and meeting structure, reflecting the current administration and the full scope of capital funding sources.
  - Meeting and presentation templates: Ready-to-use templates for recurring CIP touchpoints (e.g., governance committee meetings, council briefings), designed to keep meetings focused and on time and to communicate project and budget information clearly to decision-makers.
  - Communication guidance: A brief guide for the CIP Manager covering what to communicate, to whom, and when throughout the annual CIP cycle.
  - This task is anticipated to begin immediately with a target completion in late 2026.

- **Task 2 – Create the 2027-2031 CIP Document.**

  Prepare the next five-year capital improvement plan document for the 2027-2031 period. This task will build on the document design and project tracking infrastructure established in prior CIP cycles and refined in Task 1.0. Consultant will work with the CIP Coordinator and relevant City staff to collect updated project information, incorporate new project prioritization scoring, and produce a complete draft document for review. Consultant will:

  - Coordinate with the CIP Coordinator to identify new projects, updated budgets, and changes in project status or priority.
  - Incorporate audited financial data and updated histogram information that was unavailable for the 2026-2030 cycle.
  - Update project pages, budget tables, maps, and other standard document elements.
  - Apply updated process tools from Task 1, including revised governance committee engagement, communication templates, and meeting materials, so that the 2027-2031 cycle serves as the first full implementation of the refined process.
  - Explore integration opportunities between the City's new CIP planning software and the existing Airtable project tracking system used by Consultant to streamline future update cycles.
  - Distribute a complete draft to City staff for review, incorporate feedback, and publish the final 2027-2031 CIP document.

  Deliverables will include:

  - 2027-2031 CIP Document: A comprehensive five-year roadmap of prioritized capital projects, funding, and implementation strategies aligned with the City's long-term goals.

- **Task 3 – Broad Street Phase 3 – Engagement and Communication Support**

  Consultant will develop presentation graphics, open house station materials, and webpage updates to support City staff's community engagement efforts for Broad Street Phase 3. Consultant will:

  - Graphics: Develop streetscape renderings (8–10) of proposed design alterations to communicate the character and improvements anticipated for Phase 3.
  - Open House Station Design: Design posters and display boards for each open house station. Develop supporting graphics and boards for use during the public presentation.
  - Webpage: Update the existing Broad Street project webpage to reflect Phase 3 scope, timeline, and community engagement information.

  This task assumes Consultant will receive design drawings or sufficient project information from the City to prepare renderings. Timing is dependent on availability of that information.

- **Task 4 – Maintain Major Project Webpages and Ongoing Project Email Campaigns**

  Consultant will create and maintain webpages for major ongoing capital projects to serve as a public communication source for information about specific projects. This scope assumes Consultant will create up to two new project pages and update content for those and existing pages as needed (on average one update per month). The webpages will be part of the Map for Mobile website. The City will provide details for each project including, but not limited to, descriptions of each project, information about its design, timeline, who

is involved, benefits, or other information deemed useful for communicating to a general public audience. The City will provide information and Consultant will write content, create graphics and maps, and set up the webpages.

The following existing pages will be maintained:

- Three-Mile Creek Watershed Restoration
- Stormwater Mapping
- Three-Mile Creek Greenway
- Broad Street
- Cooper Riverside Park
- St Louis Street
- Perch Creek Preserve
- Brookley By The Bay

Email Campaigns

The Map for Mobile website includes an email subscriber list through which community members can opt in to receive updates about specific projects. Consultant will utilize this existing list to send periodic project update emails to subscribers, keeping the community informed and engaged with ongoing work. This scope assumes Consultant will coordinate with the City on update content and manage distribution of emails on a regular schedule, targeting a quarterly cadence or as significant project milestones warrant.

- **Task 5 – Additional Project Support**

  Consultant will develop presentation graphics, open house station materials, engagement strategies and related project material to support City staff's community engagement efforts for upcoming projects such as the Greenway Trail and Brookley by the Bay.

- **Task 6 – Additional Departmental Support**

  Consultant will advise on refining procedures and processes, prepare presentation material, and develop strategies for institutionalizing new procedures for departments under the Projects and Program Management director. This work will begin with an assessment of the Grants Management Department's procedures, and how they are communicated to internal and external audiences. The intent of this effort is to improve communication, understanding, and consistency of the department's work and delivery of its services.

- **Task 7 – Complete the Brownfields Program Webpage and Interactive Map.**

  This task is a continuation of a task initiated under a previous contract. Consultant will create a public-facing webpage and interactive map for the City of Mobile Brownfields Program to showcase completed site assessments, remediation outcomes, and economic revitalization results achieved through EPA grant-funded work. The City wishes to highlight the impact of past work, tell the story of specific sites, and communicate the potential for future brownfields activity. Consultant will build a webpage as part of the Map for Mobile website that presents the interactive map alongside program background, grant history, site stories, and information about how the brownfields program can support future development. The page will include:

Site Stories: Develop narrative content for key sites that illustrate the broader impact of the brownfields program. Example sites include Lewis Landing (converted to a public park), the Buick Building on St. Louis Street (revitalized commercial use and catalyst for downtown reinvestment), and the Africatown site. Content will highlight how brownfields funding served as a catalyst for broader economic or community development.

Interactive Map: Create an interactive web map showing brownfields sites that have received EPA-funded assessment or remediation activity. Each site will include:

- Site name and location
- Grant cycle(s) associated with the site
- Summary of the assessment or remediation work completed
- Current status or use of the site (e.g., redeveloped, park, commercial, vacant)
- Before/after imagery or conceptual plans where available

Consultant will refine the previously drafted webpage/map as an iterative process with at least two interim progress check-ins with the City team.

- **Task 8 – Additional Tasks**

  During the life of this agreement, Consultant will undertake additional tasks beyond those outlined above, as mutually agreed upon with Programs and Project Management staff. If additional tasks impact the estimated cost of this proposal by more than 10%, Consultant will initiate a change order to help manage the contract resources and expectations.

EXHIBIT B: FEE SCHEDULE

Planning NEXT Hourly Rate Schedule

POSITION	BILLING RATE W/O DIRECTS
Director	$200.00
Senior Planner	$145.00-$175.00
Planner	$110.00
Support	$75.00

The rates listed above are for the year 2026-2027

EXHIBIT C: CONSULTANT'S FEE DISBURSEMENT SCHEDULE

Estimated Fee by Task:

Task	Fee
1.0 CIP Process Refinement	$20,000
2.0 Create the 2027-2031 CIP Document	$20,000
3.0 Broad Street Phase 3 – Engagement and Communication Support	$25,000

Task	Fee
4.0 Maintain Major Project Webpages and Email	$14,000
5.0 Additional Project Support (e.g. Greenway Trail, Brookley by the Bay)	$25,000
6.0 Additional Departmental Support	$10,000
7.0 Brownfields Program Webpage and Interactive Map	$3,000
8.0 Additional Tasks (as assigned by City)	$10,000
Project Management and Coordination	$8,000
Total (Not to exceed)	**$135,000**

Total Contract Amount including Additional Services **$135,000.00**

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 #
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? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT G: VENDOR AFFIDAVIT,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
SECRETARY OF STATE REGISTRATION

STATE OF ~~ALABAMA~~ Ohio MJ 7/30/2026
COUNTY OF ~~MOBILE~~ Franklin

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Michael Curtis (affiant) who, being duly sworn says as follows:

~~President/CEO of~~ Principal/Owner of Planning NEXT.

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 Principal for Planning Next 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 Planning Next is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 648494.

[signature]

~~CEO of~~ Planning Next
Principal/Owner

Sworn to and subscribed before me this the 30th day of July, 2026.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Megan L. Tomeo
Signature and Seal of Notary Public

MEGAN L. TOMEO
Notary Public, State of Ohio
My Commission Expires 01/30/2028

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
Shonnda Smith, Exec Director

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Free Concert for Kids at Medal of Honor Park

Amount of Contract:
35,000.00

Funding Source
10044010.42140

ATTACHMENTS:
1. Contract for Blippi
2. Blippi Resolution

REVIEWERS:
Brittany Johnson
Lana Pafenbach
Logan Gewin
Cherlina Monteiro
James Barber

Contract #: 103226
Agent: Cody John
Phone: 615-971-9091

The following is an agreement made between **City of Mobile,** herein called Purchaser. and **Round Blip, LLC** on Thursday, July 2, 2026, herein called 'Artist'. Purchaser hereby contracts for the personal services of Artist to provide entertainment under the following terms.

1. Artist:	**Blippi**	
2. Engagement Venue:	**Medal of Honor Park** 1711 Hillcrest Road Mobile, AL 36695 United States	
3. Date of Engagement:	**Saturday, August 29, 2026**	**No. Shows: One (1)**
4. Schedule:	5:00pm - Doors 6:00pm - Show	
5. Billing:	100% Headline	
6. Event Title:	Be Like Blippi Tour	
7. Age Restriction:	All Ages	
8. Merchandise:	100% Merchandise - Must have proper business license (Artist sells)	
9. Compensation:	$35,000.00 USD Flat Guarantee	

10. Additional Provisions:

-Pre-show announcements will not be allowed.
-PRODUCER reserves the right to add an additional performance to be mutually agreed upon.
-All ad materials and marketing efforts must be approved by PRODUCER: marketing@roundroomlive.com
-For any sponsorship that is part of the series in which ARTIST will be presented, PRODUCER must be made aware. Any sponsorship that has been secured for the ARTIST performance must be approved by the PRODUCER in advance.
-This contract must be returned to the agency 60 days prior to the first performance date. If not received prior to said date, any and all changes to the contract and/or artist rider (collectively, the "Contract") by the Purchaser will not be agreed to by Producer and shall not be considered part of the contract. For the avoidance of doubt, the Contract terms as originally issued shall be controlling.
-The Purchaser shall provide a complete audio and lighting system suitable for the venue and performance requirements. The Purchaser shall also provide qualified technicians to operate and maintain both systems for the duration of the engagement.

DEAL POINTS:
Backline: ARTIST RESPONSIBILITY, all inclusive in fee
Ground Transportation: ARTIST RESPONSIBILITY, all inclusive in fee
Hotel: ARTIST RESPONSIBILITY, all inclusive in fee Airfare: ARTIST RESPONSIBILITY, all inclusive in fee Configuration: Full performance
Set Length: minimum 60 minutes
Meet & Greet: N/A
Insurance: Artist required to submit a valid COI with minimum one (1) million per occurrence / Two (2) million aggregate and must include the City of Mobile as additional insured on a primary-noncontributory basis.
Waiver of Subrogation Required: TBD
Content Restrictions: Radio Friendly show required.
COVID/Pandemic: Purchaser continues to monitor the ongoing Covid pandemic. Any rules & regulations set forth by the Purchaser while on site must be followed explicitly by the Artists and its representatives. Should any local, state, tribal, or federal mandates require this event to be adjusted, or at the discretion of the Purchaser, the safety of its attendees could be impacted by hosting it as scheduled, the parties agree to work together in good faith to pivot this to a virtual event or reschedule the date to a later time that is mutually agreed upon.
Radius Clause: Artist may not perform within 75 miles of Mobile, AL for 60 days prior and 30 days after the show date, without the written consent of Purchaser.
Payment Terms:
o Deposit: Deposit issued upon receipt of fully executed contract, COI, W9, and invoices
o Payment Type: Check; EFT / Wire
o Payment Schedule: Net 40 business days
o Additional Terms: Net 40 Business days from Day of show.
o Vendor Paperwork: Yes
Artist Billing Position: Headliner
Support: All support will be determined by Purchaser's sole discretion

MARKETING TIMELINE:
Announce Date: TBD – per marketing plan to be submitted post confirmation
On-Sale Date: TBD – per marketing plan to be submitted post confirmation

CONTRACT INFO:
Purchaser Provided Addendum: NO
Purchaser Provided Addendum Specifics: N/A
FEX to Announce: YES
Original Ink or Scanned: Purchaser accepts digital signatures or scanned copy
Document of Record: Affiliated Agency Contract
Buyer Signatory Title: Mayor or City Council Representative
First to Sign Contract: Artist First
Choice of Law: State of Alabama
External Offer Considerations: Artist will need to be registered to do business in Alabama with the Alabama Secretary or State: https://www.sos.alabama.gov/business-entities/foreign-corporations. Artist will need to get a City business license: https://www.cityofmobile.org/business-license-

overview Payee's for BOTH Deposit and Balance (if different,) will need to provide W-9's and register as a Vendor with
the City: https://cityofmobileal.tylerportico.com/va/vendor-access/registration (click on Sign In, then, on the next screen, Create An Account.) Payees will need to attach a W9 with their Tax ID when they register as a City Vendor.

Non-Binding Status
This offer is extended by the City of Mobile through its Executive Director of Public Works ("Director") solely for the purpose of initiating negotiations with the Artist. The Director is authorized to negotiate and agree upon performance dates, compensation, technical riders, and other non-material terms related to the proposed engagement. However, this offer does not constitute a binding agreement and shall not be construed as creating any enforceable contractual obligation.

Final Approval and Execution
No binding contract shall exist unless and until a final written agreement is executed on behalf of the City of Mobile by the Mayor. Where required, such execution shall also be subject to approval by formal resolution of the City Council. Until such approvals and execution occur, all terms remain subject to change and are non-binding.

ADDITIONAL PROVISIONS:
Merchandise: 100% to the Artist with proper business license only, otherwise no sales allowed. -
Security: Security Staffing and Deployment at sole discretion of Purchaser. All touring personnel members subject to search prior to entry into any facility in accordance with venue policy.
Photo/Video Policy: Purchaser will make reasonable efforts to restrict video recording and non-approved professional photographers. Cell phones will not be confiscated.
Alcohol: Alcohol is prohibited from being purchased for Artist and is also not allowed on premises or inside any venue facility.
Tobacco: The premises is smoke/tobacco/nicotine free. Upon arrival, if someone on your team must use one of these products, they can be shown the designated locations that are considered off premises. While recreational/medical cannabis may (or may not) be legal in the state of this performance, it is NOT permitted on premises at any time.
Hospitality: Basic hospitality will be provided. Artist will have light snacks, water and the like in dressing room but rider will not be fulfilled as written.
Meals: No After-show food will be provided. No bus-stock will be provided. Artist to work within client's on-site limits at venue location. No meals will be provided for this engagement.
Sponsorship: Purchaser may have sponsor relationships/existing signage in venue that must be permitted. Purchaser, at its own election, may add additional sponsors.
Opportunity Considerations: - Entire Venue is an OUTDOOR VENUE. Pictures an TEch pack attached to offer
- Marketing Partners: Spire Advertising
- Additional Notes: Purchaser requests a video liner at no cost, to promote show approximately 2 weeks prior to event.

11. Buyer Signed Contract: Buyer signed contract and rider due to Aviara Entertainment no later than Wednesday, July 29, 2026

12. Deposits: All payments shall be paid by PURCHASER in United States Dollar (unless otherwise mentioned) by Wire Transfer

Due Date	Amount	Comments
TBD	$17,500.00	due upon receipt of fully executed contract, COI, W9, and invoices

13. Deposit Remittance: **BANK WIRE INFO**:
Round Blip, LLC
c/o JPMorgan Chase
New York, NY 10017
Routing: 021000021
Account: 568662277
Swift: CHASUS33

14. Balance Remittance: All remaining balances must be paid net 40 business days made payable to ROUND BLIP, LLC.

BANK WIRE INFO:
Round Blip, LLC
c/o JPMorgan Chase
New York, NY 10017
Routing: 021000021
Account: 568662277
Swift: CHASUS33

15. Event Contacts:

Promoter Company
City of Mobile

Promoter
Jeff Hyman
Phone: 732-818-9600
Email: jeff@degy.com

Production Advance
Kristi Parker
Phone: 315-715-5614
Email: kristi@degy.com

16. Artist Assets: marketing@roundroomlive.com

17. Travel and Accommodations: Ground Transportation: ARTIST RESPONSIBILITY, all inclusive in fee
Hotel: ARTIST RESPONSIBILITY, all inclusive in fee
Airfare: ARTIST RESPONSIBILITY, all inclusive in fee Configuration: Full performance

18. Radius Clause: Artist may not perform within 75 miles of Mobile, AL for 60 days prior and 30 days after the show date, without the written consent of Purchaser.

Additional attached expenses sheet, terms and conditions and/or rider(s) are part of this agreement, signed contract must be returned within thirty (30) days.

By: _____

SIGNATURE OF PURCHASER

Spiro N. Cheriogotis, Mayor City of Mobile
City of Mobile

By: _____

SIGNATURE OF ARTIST

William Farnham, VP of Touring
on behalf of Round Blip, LLC
49 John Street
Suite 1
Southport, CT 06890

1. **Production Controls**

Artist shall have sole and exclusive creative control over the production, presentation, and performance of Artist's engagement hereunder and any changes thereto. Purchaser agrees to comply promptly with the directions of Artist or Artist's representative concerning stage settings for Artist's engagement hereunder.

2. **Entire Agreement**

These Standard Terms and Conditions are hereby incorporated into the Agreement and any addendum(s) thereto. In the event of any conflict between these Standard Terms and Conditions and the Artist's rider provided by Artist or Artist's representative attached hereto (if any), Artist's rider shall control. This Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Alabama, and the state and federal courts located in Mobile, County, Alabama shall have exclusive jurisdiction over any matters pertaining hereto.

3. **Reproduction of Performance**

See Addendum 1 for modified language

4. **Merchandise**

PRODUCER shall have the exclusive right to sell any and all types of merchandise, including, but not limited to, articles of clothing (i.e., T-shirts, hats, etc.), posters, stickers, and similar items, at the VENUE , without any participation in the proceeds by PURCHASER,. As a condition precedent to engaging in any such sales, PRODUCER shall obtain and maintain, at its sole cost and expense, all required business licenses and permits, including a business license issued by PURCHASER, and shall comply with all applicable federal, state, and local laws and regulations.

5. **Right to Likeness**

Artist's name, likeness, image, and/or biographical data shall not be used by Purchaser or any other party under the control of Purchaser, to endorse, promote or otherwise advertise this Engagement, Purchaser, any commercial tie-in, any sponsor, or any other product or service connected with this Engagement or Purchaser, unless otherwise agreed between Artist and Purchaser, in writing, prior to Artist's arrival at the performance venue.

6. **Termination**

See Addendum 1 for modified language

7. **Sickness / Accident / Force Majeure**:

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, pandemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. Notwithstanding the foregoing, if Artist's performance is prevented by a Force Majeure Occurrence, but Artist is present, ready, willing and able to render its services in accordance with the terms hereof, then Purchaser shall pay Artist the full amount of the Artist Guarantee. Determinations regarding unsafe conditions, including weather or air quality conditions, shall be based upon the advisories, orders, or determinations of applicable governmental authorities, emergency management officials, or other competent public safety authorities having jurisdiction over the Venue.

8. **Deleted**

9. **Cancellation**

See Addendum No. 1 for modified language.

10. **Independent Contractor**

It is agreed that Artist and Purchaser each signs this Agreement as an independent contractor and not as employee of the other. This contact shall not in any way be construed so as to create a partnership, employer/employee relationship or joint venture between the parties, nor shall Artist for any reason by its signature hereof be held liable in whole or in part for any obligation of Purchaser or which may be incurred by Purchaser in its carrying out any of the provisions herein or otherwise.

11. **Deleted**

12. **Indemnification**

See addendum for modified language.

13. **Dispute Resolution**

This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of Alabama without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agrees that the Federal Courts located in the State of Alabama or the State Courts of Southern District of Alabama, as applicable, shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (b) submits to the venue and jurisdiction of such courts and (c) irrevocably consents to personal jurisdiction by such courts.

14. **Conflict of Laws**:

Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the Purchaser to Artist hereunder. If there is a conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified and/or limited only to the extent necessary to eliminate such conflict. Artist agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by Purchaser, of which Artist is advised by Purchaser, in writing, prior to arrival at the performance venue.

15. **Aviara Entertainment as Agent**

It is agreed that Aviara Entertainment is not a party to the contract and acts herein only as the agent for Artist. As such, Agent is not responsible for any act of commission or omission on the part of either Purchaser or Artist. In furtherance thereof and for the benefit of Agent, it is agreed that neither Artist or Purchaser will name or join Agent as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of

Purchaser or Artist hereunder. If at any time there shall be a controversy between Purchaser and Artist with respect to the monies for the performance(s) covered hereunder which are held by Agent in its trust account 'Trust Funds' Agent may upon notice to Purchaser and Artist either: (i) hold the Trust Funds until otherwise directed by a written instrument signed by Purchaser and Artist or by an order, decree or judgment by a court of competent jurisdiction which, by lapse or otherwise, shall no longer be or shall not be subject to appeal or review, or, (ii) deposit the Trust Funds in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Trust Funds in accordance herewith, the obligations of the Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this Agreement.

16. **Assignment / Transfer**

This Agreement: (a) shall not be assigned or transferred without the written consent of both parties; (b) contains the sole and complete understanding of the parties hereto with respect to the subject matter hereof, and, (c) may not be amended, supplemented, varied or discharged, except by a written instrument, signed by both parties. The person executing this Agreement on Purchaser's behalf warrants his/her authority to do so. The terms, 'Purchaser' and 'Artist' as used herein shall include and apply to the singular, the plural and all genders.

17. **Counterparts**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting the same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other party as soon as practicable thereafter.

18. **Waiver**

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

19. **Confidentiality**

The terms of this Agreement, as well as correspondence and documentation related to this Agreement, are confidential to the parties and may not be disclosed to any third parties without the prior written consent of the parties hereto, except as disclosure may be required to professional advisors or by law or court order, or for carrying out the purposes of this Agreement. Further, the parties shall treat as confidential all information, data and documents acquired by each other relating to the business affairs of the other, except as such information may already be in the public domain. Notwithstanding anything to the contrary contained herein, if Artist is subject to a recording contract which mandates disclosure of show- and touring-related information and documentation to the record label as part of that contract, then any disclosures made by Artist (or Artist's agent or representative) in compliance therewith (including, without limitation, this Agreement and documentation ancillary hereto), shall be permitted and shall not be deemed a breach of the confidentiality provision(s) hereof by Artist (or Artist's agent or representative).

20. **Security and Insurance**

See Addendum 1 for modified language

21. **Deleted**

22. **Deleted**

Addendum No. 1

This Addendum No. 1 ("Addendum") is attached to and incorporated into that certain Performance Agreement (the "Agreement") executed by and between Round Blip, LLC ("Artist") and the City of Mobile, Alabama ("Purchaser"). 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 shall be incorporated into the Agreement:

I. Insurance

(A) Artist shall acquire and maintain in full force and effect, liability and comprehensive insurance, in an amount of $2,000,000.00, issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured by an agent licensed and qualified to do business in the state of Alabama. All policies, except workers' compensation, shall be Primary and Non-contributory with any other Insurance in force or which may be purchased by Additional Insured. Said certificate shall require that said insurance coverage will not be altered or terminated unless the Purchaser shall be given written notice of such alteration or termination delivered to the Purchaser not less than thirty (30) days before the effective date of such alteration or termination. Waiver of Subrogation applies in favor of the City of Mobile with respect to all policy coverage. Artist shall furnish a Certificate of Insurance and endorsements evidencing such coverage prior to commencement of services and attach to this Agreement prior to execution.

II. Indemnification. Each party agrees to defend, indemnify and hold harmless the other party, its owners, parents, affiliates, and subsidiaries, and the respective directors, officers, employees, independent contractors, agents, successors, and assigns thereof from and against any and all claims, liabilities, losses, damages, injuries (bodily and/or personal), demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, reasonable attorneys' fees, court costs and other legal expenses arising from or connected with: (i) any alleged or actual breach by the indemnifying party of any provision hereof or the inaccuracy of any warranties or representations made by the indemnifying party herein and/or (ii) any negligent acts or omissions by the indemnifying party except to the extent that any claim is caused by any negligence or willful misconduct of the other party.

III. No Recording/Broadcast

(A) Except as provided below, the Purchaser shall not record, film, livestream, broadcast, or otherwise reproduce the Performance for commercial distribution or rebroadcast without the prior written consent of Artist or Artist's authorized representative. Notwithstanding the foregoing, the Purchaser may photograph, film, and record portions of the Event and Performance for non-commercial governmental purposes, including but not limited to public information and archival documentation, press coverage, and promotion of the event, provided that such use does not imply endorsement by the Artist of the Purchaser.

(B) Purchaser shall make reasonable efforts to prevent professional recording or commercial exploitation of the Performance by third parties. Unauthorized recordings by individual attendees using personal devices shall not constitute a breach of this Agreement so long as the Purchaser has not authorized such recording and has made all reasonable efforts to prevent such recording. If unauthorized professional recording or broadcasting occurs, the Purchaser shall use reasonable efforts to address the issue promptly upon notice.

IV. Objectionable Performances or Persons. **Artist agrees that no performance, exhibition, or activity of any kind whatsoever shall be given, held, displayed, or permitted to exist or continue at the Venue which shall be objected to by the Purchaser. Lyrics to original songs publicly released as of the date of this Agreement are deemed approved. The Purchaser shall have the right to cause such performance, exhibition, entertainment, or activity to be immediately terminated without liability to the Purchaser for such termination. The Purchaser reserves the right to remove from the Venue any person or persons deemed by it to be objectionable** and **shall indemnify Artist for any and all claims arising out of any negligent or intentional act or omission in connection** with the **exercise of this right by the Purchaser.**

V. Cancellation

(A) Artist may cancel the engagement hereunder without liability by notifying the Purchaser thirty (30) days prior to the date of the Event hereunder; however, Artist shall reimburse documented, non-recoverable expenses incurred in reliance on this Agreement. Subject to the foregoing, upon such termination the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

(B) Notwithstanding anything to the contrary contained herein, in the event the Purchaser cancels the engagement within thirty (30) days of the commencement date of the engagement, Artist shall be entitled to, and Purchaser shall pay to Artist, the full Guarantee ($35,000.00) in addition to reimbursement of documented, non-recoverable expenses incurred in reliance on this Agreement.

VI. Copyrighted Materials. Artist shall comply fully with all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third-party owners of such Works, and Artist agrees hereby to make any and all such payments to third-party owners of such Works, and Artist agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works within Artist's live performance at the Venue. Purchaser shall be responsible for procuring and paying for any and all applicable licenses, permission, clearances, etc. that are requisite to Purchaser's exploitation of the rights granted in Section III herein above.

VII. Security

(A) Purchaser shall be responsible for arranging for appropriate security measures for the Event, which may include law enforcement personnel assigned by Purchaser, in order to maintain orderly crowd conditions and promote the safety of Artist, Artist's crew, personnel, equipment, and attendees at the Venue.

(B) Purchaser shall determine the type, number, and placement of security personnel and any stage barricades or crowd control measures, taking into consideration the nature and anticipated attendance of the Event and, where reasonable, any security-related specifications set forth in the Artist Rider; provided, however, that Purchaser shall retain final authority over all security and crowd control arrangements.

(C) All security personnel assigned to the Event, including law enforcement officers, shall act under the direction and control of Purchaser and in accordance with applicable laws and public safety protocols. Nothing in this Agreement shall limit or restrict the authority of law enforcement, fire, emergency management, or other public safety officials to enforce applicable laws, regulations, or safety directives at the Event. For the avoidance of doubt, in addition to Purchaser's other indemnity obligations under this Agreement, Purchaser shall indemnify Artist for any and all claims arising out of any negligent or intentional act or omission of such security personnel.

VIII. Default

(A) **Events of Default**. **For purposes of this Agreement, an "Event of Default" shall include, but not be limited to, the following: (i) failure of Artist to appear and perform at the Event in accordance with the terms of this Agreement; (ii) failure of either party to perform any material obligation required under this Agreement; (iii) failure to comply with applicable federal, state, or local laws, ordinances, regulations, or permit requirements applicable to the Event or Performance; (iv) misrepresentation or falsification of material information provided in connection with this Agreement; (v) failure to maintain any insurance coverage required under this Agreement; (vi) unauthorized assignment or transfer of this Agreement without the prior written consent of the other party; (vii) failure to cure a material breach within the time permitted following written notice from the non-breaching party.** Artist's failure to appear and perform at the scheduled Event and Purchaser's default, except where excused under the Force Majeure provisions and Purchaser's Breach of this Agreement, shall constitute a material breach of this Agreement and shall not be subject to cure unless the parties mutually agree in writing to reschedule the Performance.

(B) **Effect of Default**. **Upon the occurrence of an Event of Default, the non-breaching party shall have the right to pursue any remedies available at law or in equity, including the right to terminate this Agreement upon written notice to the breaching party. If this Agreement is terminated due to an Event of Default by Artist or Company resulting in the failure of Artist to perform, Purchaser shall be entitled to the return of any payments previously made under this Agreement, except for bona fide, documented, non-refundable expenses reasonably incurred by Artist in preparation for the Performance and approved by Purchaser.** Nothing herein shall limit the rights of either party to seek damages or other relief as permitted by law.

(C) **Opportunity to Cure**. **Except where immediate termination is warranted due to a material breach that cannot reasonably be cured prior to the scheduled Performance, the non-breaching party shall provide written notice of the alleged breach and allow the breaching party written notice of the alleged breach and allow the breaching party five (5) business days following receipt of such notice to cure the breach.** If the breach is not cured

within as specified in the written notice, the non-breaching party may terminate this Agreement or pursue any other remedies available under this Agreement or applicable law. Any cure period shall not extend beyond the scheduled date of the Performance unless the parties mutually agree in writing to reschedule the Event.

IX. Notice. **Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:**

If to Purchaser:

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

Copy to:

City of Mobile Legal Department

P.O. Box 1827

Mobile, AL 36633

If to Artist/Company:

Round Blip, LLC
49 John Street, Suite 1
Southport, CT 06890

Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

X. Non-Discrimination**.** Company/Artist shall comply with all Federal, State, and local laws concerning non-discrimination, 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.

XI. Immigration. By signing this Agreement, Artist affirms, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ and unauthorized alien within the state of Alabama.

XII. Anti-Boycott. Company and Artist 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.

XIII. Production, Staging, and Hospitality. The production, staging, equipment, and hospitality terms for the performance are set forth in Exhibit A, attached hereto and incorporated by reference as if fully set forth herein.

Exhibit A

Production, Staging and Hospitality Rider

1. Venue and Staging Area

The outdoor Mobile County Bicentennial Pavilion shall serve as the staging area for the performance.

2. Dressing Rooms

Purchaser will provide two (2) to three (3) 10′ x 10′ tents with sides to serve as dressing rooms for Artist and Artist's personnel.

3. Backline

Artist will provide their own backline.

4. Load-In / Load-Out and Equipment Handling

- Purchaser will not provide a dedicated runner.
- Purchaser's production team can assist with equipment unloading and loading.
- A forklift will not be available on site.

5. Hospitality

- Purchaser will provide two (2) cases of "Pure Life" bottled water, available before and during the show.
- Purchaser will not provide meals for this event.
- Purchaser can offer basic hospitality snacks, such as chips, healthy bars, and similar items.

6. Sound and Staging Equipment

Purchaser will provide the following sound and staging equipment:

- DAS Line Array PA system with subs
- Midas M32 audio consoles (for front-of-house and monitors)
- DAS powered stage monitors
- Moving and LED wash lighting package (16 fixtures total)
- All necessary microphones, mic stands, cabling, and distribution equipment
- One 70 kW generator and power distribution
- Cable ramps from the stage to the front-of-house area
- Production technicians and stagehands

Exhibit A

Production, Staging and Hospitality Rider

1. Venue and Staging Area

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- One 70 kW generator and power distribution
- Cable ramps from the stage to the front-of-house area
- Production technicians and stagehands

BE LIKE BLIPPI TOUR

2026 North America (Version 4.0, 09/29/2025)

Tour Director
Will Farnham – (513) 473-1034 or wfarnham@roundroomlive.com

Company Manager
BlippiCM@roundroomlive.com

Production Manager
BlippiPM@roundroomlive.com

All final details will be covered in the advance with the Company & Production Managers, who will be introduced when finalized.

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B. Lighting and Power

Production requires (1) 200amp 3 phase 208v services with Camlock connections. Qualified personnel must be available for electrical hook-ups for the load-in and load-out. Please advise Production if the power connections are not within 75' from the upstage right corner of the stage.

Production requests the use of the house FOH full stage lighting wash. Only one color is needed. The production will tie into the house control system to operate these fixtures. Please alert the Production Manager during the advance if no house wash is available.

No Follow Spots will be used.

C. Audio

The production does carry a PA system, but preferred to use the house PA. The Production may tie into house concourse/lobby monitors, paging, and hearing-impaired systems. The paging system shall have an additional input for a show program feed. The house PA system should have separate sends for PA left, PA right, front fill, and subs. The tour does carry the stage monitor.

E. FOH Mix Position

The Production will operate both audio and lighting from the FOH Mix position. Please place stanchions or bike racks with covers around FOH. Also, please have two 6’ or 8’ tables placed in the mix position prior to loading in. In an arena, the Production will utilize a 16' w x 12'd @ 1'h deck for the FOH area in the rear of the floor seating. Location to be coordinated by ticketing and Venue.

3. Local Labor

A. Crew

Purchaser shall provide, as a show cost and expense, all staff needed to accomplish the load-in, set-up, performance, and load-out as per the Production's technical specifications and show advance. The following is the minimum number of "working" hands required by Production. Production assumes all hands are interchangeable on

crews as needed unless otherwise specified. The following are for a theater. If your show is an arena or if motor rigging is needed, please contact the Tour Director for the specific labor call/

Load in/Load out:

(6) Stagehands (including Flyman, if dedicated weight loaders are required, these should be in addition to the 6 hands.)

(1) Wardrobe (LOAD IN ONLY)

(4) Loaders

Show:

(1) House Light Operator

4. Parking Requirements

Purchaser to secure parking for (1) Tour Bus with a trailer, (1) 53' tractor-trailer, and

All parking areas are to be in a well-lit and secure area with close proximity to the backstage entrance. Purchaser shall maintain adequate security on these vehicles from load-in through load-out. Purchaser to arrange for and supply any parking permits.

5. Schedule and Run Time

A. Load In/Out

Although Load In usually takes place five hours prior to sound check (or six hours prior to doors), the actual load in time will be determined during the production advance, unless specified otherwise. Below are general examples of common showtimes.

6 pm Show Time

8 am Building Access
8 am Venue Walkthrough
10 am Load In
3 pm to 4 pm Walk Away Crew Lunch (Dark Stage)
4 pm Sound Check
5 pm Doors

6 pm Show
7:30 pm to 8 pm Meet and Greet (On Stage)
8 pm Load Out Call Back

2 pm Show Time
7 am Building Access
7 am Venue Walkthrough
8 am Load In
11am to 1pm Staggered Walk Away Crew Lunch (NO Dark Stage)
12 pm Sound Check
1 pm Doors
2 pm Show
3:30 pm to 4 pm Meet and Greet (On Stage)
4 pm Load Out Call Back

Production will make its best efforts always to reduce costs; venue load in and rigging will be the determining factor in setting the start of the day. Load out takes an estimated 2.5 hours.

B. Sound Check
A sixty (60) minute sound check and warmup will be held prior to any performance. The venue MUST be cleared of ushers, staff, and any stagehands not currently working at this time. The house will not be available to be opened to the public until the completion of sound check and warmups.

C. Runtime

Doors:	60 Minutes
Act 1:	30 Minutes
Intermission:	20 Minutes
Act 2:	30 Minutes

B. Effects
A small quantity of streamers will be used during the Production. However, adequate cleaning staff must be supplied to clean the Venue between performances on multiple performance days. Strobe effects and haze will also be used throughout the Production.

Summary:

Items for Discussion with **Production Manager**:

8. Specific Load-in times and personnel needed
9. Venue Access Time
10. Tractor-trailer access and parking for one (1) truck and two (1) bus with a trailer
11. Doors time
12. Forklifts (if required)
13. Rigging positions and stage placement
14. Labor or local conditions that would impact the listed requirements of the show

Items for Discussion with **Company Manager**:

4. Meet and Greet requirements – if applicable.
5. Box Office requirements.
6. Settlement and expenses

Note: Any questions related to the contents of this addendum or to the labor requirements for this attraction should be referred to the proper party listed on page #1 of this agreement.

AGREED AND ACCEPTED:	AGREED AND ACCEPTED:
_____	_____
On Behalf Of PURCHASER	On Behalf Of ROUND BLIP, LLC
BY: _____	BY: William Farnham, VP of Touring
DATE:_____	DATE: 07/29/26

ADDENDUM A: Stage Plot

This plot on the following pages is to be used in coordinating the stage location for best alignment with overhead linesets. Final stage placement should be coordinated with the Production Manager, Tour Manager, Venue Management, and Ticketing.

Should the venue be an arena, a separate Rigging Plot will be shared by Production during the advance.

PLOTS TO BE SENT SEPARATELY

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Joan Wood	
Edgewood Partners Ins Center 1140 6th Avenue 8th Floor New York, NY 10036	PHONE (A/C, No, Ext): 212-279-4519	FAX (A/C, No):
	E-MAIL ADDRESS: joan.wood@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc.	10200
INSURED Round Blip, LLC 500 Post Road East / 2nd Fl Westport, CT 06880	INSURER B : State National Insurance Company, Inc.	12831
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		USUEN278392626	07/02/2026	07/02/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			USUEN278392626	07/02/2026	07/02/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			USUEN278392626	07/02/2026	07/02/2027	EACH OCCURRENCE	$5000000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5000000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		HSW281498226	07/02/2026	07/02/2027	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
A	Rented Equipment			USUEN278392626	07/02/2026	07/02/2027	2000,0000 8/1 - 12/20 $100,000 Lmt	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Mobile is included as an Additional Insured in respect to all policies (except WC) where applicable, per written contrtact agreement. Coverage is primary and Non Contributory. A Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Policy premiums are paid in full.

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

Carol Khorukdo

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RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile and Round Blip, LLC for kids concert performance services for the August 29, 2026, Be Like Blippi Tour in an amount of $35,000.00, as appropriated funds are available, as outlined in the Contract attached hereto and made a part hereof as though set forth in full. A copy of said Contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
Shonnda Smith, Exec Director
Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Contract with Lyvve Investment Group, LLC, for community liaison, Africatown Welcome Center , youth jobs programming, and partnership planning professional consulting services.

Amount of Contract:
NTE $90,000.00

Funding Source
General fund. 1004.2003.42070

ATTACHMENTS:
1. 2026 Lyvve Agenda Package

REVIEWERS:
Donald Rose
Logan Gewin
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: August 4, 2026 (Date) Item No. _____

Submitted by: Public Works (Department) Shonnda Smith (Department Head)

Sponsored by: Mayor Spiro Cheriogotis (Name) _____ (Title)

Reviewed by: Shonnda Smith (Executive Director)

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

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Lyvve Investment Group, LLC

PURPOSE & SCOPE OF PROJECT:
Contract with Lyvve Investment Group, LLC, for community liaison, Africatown Welcome Center , youth jobs programming, and partnership planning professional consulting services.
General fund.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE $90,000.00

FUNDING SOURCE:

Budget Item: 1004.2003.42070 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as professional services

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 Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Lyvve Investment Group, LLC., for community liaison, Africatown Welcome Center, youth jobs programming, and partnership planning professional consulting services, in an amount not to exceed $90,000.00, as appropriated funds are available, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

PROFESSIONAL SERVICES CONSULTANT CONTRACT
FOR A STIPULATED SUM
City of Mobile

BETWEEN: **CITY OF MOBILE**
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: LYVVE INVESTMENT GROUP, LLC
4358 Old Shell Rd, Ste 177B
Mobile, AL 36608

City of Mobile Business License No.: 128452

Secretary of State Registration No.: 000-867-998

For the following Project: Community Liaison, Africatown Welcome Center, Youth Jobs Programming, and Partnership Planning for the City of Mobile

Project Number: _____

This Professional Services Agreement ("Agreement") is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between:

CITY OF MOBILE, ALABAMA ("City"), a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council; and

LYVVE INVESTMENT GROUP, LLC ("Consultant"), an Alabama limited liability company authorized to do business in the State of Alabama.

Entire Agreement; Order of Precedence.

This Agreement, including all Exhibits and attachments hereto, which are incorporated herein by reference, constitutes the entire agreement between the City and the Consultant with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, negotiations, representations, or understandings, whether written or oral, relating to such subject matter.

The City expressly rejects and does not accept any terms or conditions contained in any prior or separate document submitted by the Consultant, including, but not limited to, any master services agreement, standard terms and conditions, or similar documents, unless expressly incorporated into this Agreement by written amendment executed by the City and the Consultant.

In the event of any conflict between the terms of this Agreement and any Exhibit or attachment, the terms of this Agreement shall control in all respects, and no Exhibit or attachment shall be construed to limit, modify, or waive any obligation, liability, or requirement set forth in this Agreement unless expressly stated in a written amendment executed by the City and the Consultant.

Any additional or conflicting terms proposed by the Consultant in any document, including but not limited to proposals, invoices, or communications, are hereby rejected and shall have no force or effect unless expressly agreed to in a written amendment executed by the City and the Consultant. The City shall not be deemed to have relied, directly or indirectly, upon any statements, representations, assumptions, or methodologies contained in any proposal, presentation, or other pre-contract materials provided by the Consultant, except to the extent such items are expressly incorporated into this Agreement.

No proposal, scope document, or other Consultant-generated material shall be incorporated by reference into this Agreement unless specifically identified and expressly incorporated in a written amendment executed by the City and the Consultant. The Consultant shall not require the City to agree to any additional terms, conditions, licenses, or restrictions, including but not limited to software terms of use, click-through agreements, or access restrictions, in order to access or use any Deliverable.

The parties acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions. No course of dealing, course of performance, prior practice, or informal communication between the parties shall be construed to modify, interpret, supplement, or waive any provision of this Agreement.

The Consultant shall not include in any Deliverable, report, model, or communication any disclaimer, limitation, or qualification that purports to limit the Consultant's responsibility for the accuracy, completeness, or reliability of the Services or Deliverables, or that is inconsistent with the terms of this Agreement. The Consultant acknowledges that the City may rely upon the Deliverables for governmental, regulatory, and policy purposes, and that such Deliverables may be disclosed to third parties, including elected officials and the public. The Consultant agrees that the Deliverables are intended to be relied upon by the City for such purposes and shall be prepared accordingly. The Consultant acknowledges that such reliance is reasonable and intended, and the Consultant's obligations under this Agreement extend to the preparation of Deliverables suitable for such reliance.

For purposes of this Agreement, "Deliverables" shall include, without limitation, all reports, models, analyses, data, documentation, presentations, work papers, calculations, assumptions, and all other work product prepared or provided by the Consultant under this Agreement, whether in draft or final form.

WHEREAS, the Consultant represents that it is qualified and experienced in the provision of Strategic Consulting for Government Affairs, Community Affairs, Youth Jobs Programming, and Partnership Planning; and

WHEREAS, the City desires to engage the Consultant, and the Consultant agrees to provide such services, in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Scope of Services. The Consultant shall provide professional consulting services to the City, and preparation of all required deliverables. The services shall be performed in accordance with Exhibit A (Scope of Services) attached hereto and incorporated herein by reference. In the event of any inconsistency between Exhibit A and this Agreement, the terms of this Agreement shall control.

All Deliverables shall meet all applicable requirements set forth in Exhibit A, and any failure to meet such requirements shall constitute a failure to perform under this Agreement.

B. Standard of Care. The Consultant shall perform all professional services under this Contract with the professional skill, care, diligence, and competence ordinarily exercised by similarly situated professionals performing similar services under comparable circumstances.

C. Performance of Services. The Consultant shall diligently and timely furnish all labor, materials, and professional services necessary to perform the Project in accordance with this Agreement and Exhibit A. The Consultant shall be responsible for the completeness, accuracy, and internal consistency of all analyses, models, assumptions, and recommendations prepared under this Agreement.

The Consultant shall not include any proprietary restrictions, limitations, or conditions on the City's access to or use of the Deliverables. All Deliverables shall be provided in formats fully accessible to and usable by the City without restriction.

All Deliverables shall be complete, internally consistent, and sufficient to allow the City and any third party to independently understand, evaluate, and replicate the results without reliance on the Consultant. The Consultant shall ensure that all Deliverables, including the written report and the fee model, are fully consistent with one another. In the event of any discrepancy, the Consultant shall promptly correct such discrepancy at no additional cost to the City. Partial, incomplete, or preliminary Deliverables shall not be considered compliant with this Agreement unless expressly accepted in writing by the City.

The Consultant shall not incorporate into any Deliverable any third-party software, tool, license restriction, or proprietary element that limits the City's ability to access, use, modify, or rely upon the Deliverable without additional cost or permission, unless expressly approved in writing by the City.

All Deliverables shall be provided in fully editable, non-proprietary formats acceptable to the City, and no Deliverable shall be provided in a format that restricts the City's ability to access, modify, or use the Deliverable.

D. Project Manager.

The City Executive Director of Public Works , or her designated representative, shall serve as the City's Project Manager and shall coordinate with the Consultant regarding the performance of services under this Contract.

E. Methodology, Data, and Technical Support.

The Consultant shall prepare all analyses, models, and recommendations using generally accepted professional methodologies appropriate for governmental cost-of-service and user fee studies.

The Consultant acknowledges that the City will provide certain data and information for use in the study. While the Consultant may rely on such data, the Consultant shall:

1. Review such data for reasonableness and internal consistency;
2. Identify any material gaps, inconsistencies, or assumptions in the data; and
3. Notify the City in writing of any issues that may materially affect the accuracy or reliability of the study.
4. Independently evaluate and validate key assumptions used in the analysis and identify any assumptions that materially impact the results.
5. Clearly identify and explain any adjustments, allocations, rounding, or normalization applied to the data or results.
6. Clearly identify all assumptions used in the analysis, including any assumptions not directly derived from City-provided data.

The Consultant shall not rely on incomplete or obviously inaccurate data without first notifying the City and obtaining direction. The Consultant shall not disclaim or limit responsibility for the

results of the study based solely on data provided by the City where the Consultant has failed to identify or raise concerns regarding such data as required herein.

Upon request by the City, the Consultant shall provide timely clarification and explanation of the methodologies, assumptions, and calculations used in the preparation of the study, including participation in meetings with City staff, elected officials, or the public as reasonably necessary to explain and support the study findings, including the ability to explain how specific fees were calculated in clear, non-technical terms.

Such clarification, explanation, and participation shall be considered part of the Consultant's basic services and shall not entitle the Consultant to additional compensation unless otherwise agreed in writing.

F. Limitation of Liability Prohibited. The Consultant shall not include or rely upon any limitation of liability, disclaimer, or damages cap in any Deliverable, proposal, or communication. Any such limitation shall be void and of no effect unless expressly set forth in this Agreement and approved in writing by the City.

G. Ownership of Work Product. All Deliverables and work product prepared or provided by the Consultant under this Agreement shall be the sole and exclusive property of the City. The Consultant hereby irrevocably assigns to the City all rights, title, and interest in and to such Deliverables, including all intellectual property rights.

The Consultant shall not assert any ownership interest in the Deliverables and shall not restrict the City's use, modification, reproduction, or distribution of the Deliverables for any governmental purpose.

The Consultant may retain copies of the Deliverables for its records but shall not use, reproduce, or distribute the Deliverables for any other client or purpose without the prior written consent of the City.

II. TERM OF AGREEMENT

This Contract shall commence upon execution by the last party hereto (the "Effective Date") and shall remain in effect until the Services have been fully performed and all Deliverables have been submitted and expressly accepted in writing by the City. Submission of Deliverables alone shall not constitute completion of the Services. Completion shall occur only upon written acceptance by the City in accordance with the requirements of this Contract and Exhibit B, unless earlier terminated as provided herein or extended by written amendment approved by the City.

The Consultant shall perform the Services and deliver all Deliverables in strict accordance with the deadlines set forth in Exhibit B, as may be adjusted only by written amendment executed by the City and the Consultant. Failure to meet any such deadline shall constitute a material breach and default under this Contract and may result, in the City's sole discretion, in rejection of Deliverables, withholding of payment, or termination of this Contract. The City shall have no obligation to accept, approve, or pay for any Deliverables that are not submitted in accordance

with the deadlines set forth in Exhibit B or that otherwise fail to comply with the requirements of this Contract.

No delay, act, or omission by the City, including but not limited to review of Deliverables, coordination among departments, or provision of data, shall be deemed to extend the time for performance or constitute a basis for additional compensation, unless expressly approved in a written amendment executed by the City and the Consultant.

In no event shall this Contract extend beyond one hundred fifty (150) calendar days from the Effective Date, unless expressly extended by written amendment executed by the City and the Consultant. Time is of the essence with respect to all obligations under this Contract. Failure to achieve completion within this period shall constitute a material breach and default under this Contract.

III. COMPENSATION

A. The City shall pay the Consultant for Services performed under this Contract an amount not to exceed $90,000.00 (Ninety Thousand and 00/100 Dollars) for the entire Project, in accordance with the Fee Schedule attached hereto as Exhibit C and incorporated herein by reference. Payment shall be made only for Services actually performed and Deliverables submitted and accepted in writing by the City, upon submission of properly itemized invoices and supporting documentation in a form acceptable to the City, as determined in the City's sole discretion, and in accordance with the terms of this Contract.

No payment shall be due for partially completed Services or Deliverables unless expressly authorized in writing by the City. Progress payments or percentage-of-completion payments are not permitted unless specifically set forth in Exhibit C. The City shall have no obligation to pay for any Services or Deliverables that are incomplete, deficient, noncompliant, untimely, or not accepted in writing by the City.

The contract price may include a contingency amount for unanticipated work necessary to complete the Services within the original scope of this Contract. Any use of contingency funds must be authorized in writing by the City's Executive Director of Public Works prior to the performance of such work, and no contingency funds shall be expended without such prior written approval.

The Consultant acknowledges that the contract amount constitutes full compensation for all Services, including all labor, overhead, administrative costs, coordination, revisions, meetings, travel, and support required under this Contract. No additional compensation shall be due unless expressly authorized by written amendment executed by the City and the Consultant.

B. Notwithstanding the foregoing, the Consultant shall perform no Services under this Contract until receipt of a written Notice to Proceed issued by the City. The Consultant acknowledges and agrees that no compensation shall be due for any Services performed prior to the issuance of a Notice to Proceed.

The Consultant further acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and that the City may elect, in its sole discretion, to issue no Notice to Proceed. The City reserves the right, in its sole discretion, to amend, suspend, reduce, or cancel any Notice to Proceed at any time.

The City shall have no obligation to pay for any Services performed outside the scope of this Contract or not authorized in writing by the City. No course of conduct, communication, or performance by the Consultant shall entitle the Consultant to any additional or implied compensation, equitable adjustment, or other payment unless expressly authorized in a written amendment executed by the City and the Consultant.

IV. METHOD OF PAYMENT

A. The City shall pay the Consultant only upon receipt of a properly submitted invoice and written approval of the invoice by the City's Executive Director of Public Works, or her designated representative, confirming that the Services billed have been fully performed in accordance with the requirements of this Contract and that the applicable Deliverables have been submitted and expressly accepted in writing by the City.

B. The Consultant shall submit invoices to the City only for Services actually and fully performed in accordance with Exhibit C (Fee Schedule) attached hereto and incorporated herein by reference. Each invoice shall clearly identify the Services performed, the applicable Deliverables, and the corresponding line items from the Fee Schedule. Invoices that do not strictly comply with the requirements of this Contract may be rejected in the City's sole discretion.

C. Invoices submitted by the Consultant shall be in a form satisfactory to the Executive Director of Public Works as determined in the City's sole discretion and shall include sufficient detail and supporting documentation to allow the City to verify that the Services billed were properly performed and that all Deliverables meet the requirements of this Contract. The Executive Director of Public Works shall have the right to approve, reject, or request additional information regarding any invoice prior to initiating payment. The City shall have no obligation to process or pay any invoice until all requested supporting information has been provided.

D. The City reserves the right to withhold payment, in whole or in part, for any Services that are not performed in accordance with this Contract, for incomplete, deficient, noncompliant, or untimely Deliverables, or for any amounts disputed in good faith by the City. The Consultant shall promptly correct any deficiencies identified by the City at no additional cost, and no payment shall be due until such deficiencies have been corrected to the satisfaction of the City.

E. Payment by the City shall not constitute acceptance of Services or Deliverables, nor shall it be deemed a waiver of any rights or remedies available to the City under this Contract or applicable law.

F. Approved invoices shall be paid in accordance with the City's standard payment procedures. The Consultant acknowledges that such procedures are subject to governmental budgeting, appropriation, and payment processes, and that payment timing may vary accordingly. No specific payment deadline is guaranteed and payment shall be subject to availability of appropriated funds unless expressly required by applicable law, and no interest, late fees, or finance charges shall accrue unless expressly authorized by law.

V. CHANGES IN SERVICES AND ADDITIONAL SERVICES

A. Written Amendments Required. No changes to this Contract, including any changes to the scope of Services, Deliverables, schedule, or compensation, shall be made unless such changes are set forth in a written amendment executed by the City's authorized representative and the Consultant.

B. Authorization of Additional Services. If the City's Executive Director of Public Works determines that additional services related to the Project are required, the Consultant may be authorized to perform such additional services only after the parties have agreed in writing to the scope of the additional services and the corresponding compensation. Any such additional services and compensation shall be incorporated into this Contract by written amendment executed by both the City and the Consultant prior to the commencement of the additional services.

The City shall have no obligation to pay for any additional services performed prior to execution of such written amendment, regardless of whether the City had knowledge of, requested, or received the benefit of such services.

Notwithstanding the foregoing, no additional compensation shall be paid for services required as a result of any error, omission, or negligence, or failure of the Consultant to comply with the requirements of this Contract.

No course of conduct, oral direction, email communication, meeting discussion, or other informal communication shall be construed as authorization for additional services or compensation, nor shall any such actions give rise to any implied or constructive change, unless confirmed in a written amendment to this Contract executed by the City.

C. Revisions and Coordination. The Consultant acknowledges that the Services contemplated under this Contract include reasonable coordination with City staff and timely revisions to draft Deliverables. Such coordination, revisions, clarifications, presentations, and responses to questions from City staff, elected officials, or the public shall be considered part of the Consultant's basic Services under this Contract and shall not entitle the Consultant to additional compensation unless such services are determined by the City, in its sole discretion, to materially expand the scope of work and are authorized in advance by written amendment to this Contract.

D. City Review and Coordination. The Consultant acknowledges that the City's review of draft materials, internal coordination among departments, and review by elected officials may require additional time. Such review periods shall not constitute a delay, change in scope, or constructive change, and shall not entitle the Consultant to any additional compensation unless otherwise expressly authorized by written amendment to this Contract.

VI. LIABILITY OF CONSULTANT

A. Indemnification. To the fullest extent permitted by law, the Consultant shall defend, indemnify, hold harmless, protect, and exonerate the City of Mobile, Alabama, and its officers, officials, employees, agents, and representatives (collectively, the "City") from and against any and all claims, demands, suits, actions, damages, losses, liabilities, judgments, awards, liens, costs, expenses, and attorneys' fees, but only to the extent caused by the negligent acts, errors, omissions, breach of contract, or other wrongful conduct of the Consultant, its officers, employees, agents, subcontractors, suppliers, or any person or entity for whom the Consultant is legally responsible, arising out of or related to the performance of Services under this Contract. This indemnification obligation includes, without limitation, the costs of enforcing this provision.

This obligation applies to claims for personal injury, bodily injury, sickness, disease, death, damage to property (including loss of use), economic loss, violations of third-party rights, and includes all costs of defense, including reasonable attorneys' fees.

The Consultant's duty to defend shall apply immediately upon written notice from the City and shall continue until final resolution of the claim; provided, however, that the City shall retain the right to participate in or assume control of the defense of any claim, at its sole discretion.

Notwithstanding the foregoing, nothing in this Contract shall be construed to require the Consultant to indemnify or defend the City for the City's sole negligence, consistent with applicable Alabama law.

The Consultant represents that it is not a design professional within the meaning of § 41-9A-3, Code of Alabama (1975). The obligations of the Consultant under this Section shall not be limited by the availability or amount of any insurance maintained by the Consultant.

B. Limitation on Consultant Recovery. In no event shall the Consultant be entitled to recover from the City any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, loss of business, or loss of opportunity, arising out of or relating to this Agreement, regardless of the theory of liability.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

VII. CONSULTANT'S INSURANCE.

Consultant shall name the City of Mobile as an additional insured. Consultant shall take out and maintain during the life of the contract the following:

A. 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 Consultant.

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.

B. 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.

C. 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.

D. Professional Liability Coverage. The Consultant shall procure and continuously maintain at its sole cost and expense Professional Liability Insurance (Errors and Omissions) covering the professional services performed under this Contract. The insurance required under this Section shall not be construed to limit the Consultant's liability under this Contract. The Consultant shall maintain Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) aggregate covering claims arising out of negligent acts, errors, or omissions in the performance of professional services under this Contract.

If the Professional Liability policy is written on a claims-made basis, the policy shall have a retroactive date prior to the Effective Date of this Contract and shall be continuously maintained in full force and effect during the term of this Contract and for a period of not less than two (2) years after completion of the services under this Contract, either through renewal of the policy or the purchase of an extended reporting period. There shall be no lapse or gap in coverage.

E. Certificate of Liability

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, 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.

   The Consultant shall provide the City with a certificate of insurance in standard ACORD format evidencing the required Professional Liability coverage prior to commencing services under this Contract. The certificate shall identify the Project name and list the City of Mobile as certificate holder as follows:

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

VIII. RESPONSIBILITIES OF THE CONSULTANT

A. Personnel Qualifications. The personnel assigned by the Consultant to perform the Services under this Contract shall comply with the terms set forth herein. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks. Any change or substitution of key personnel shall require the prior written approval of the City's Executive Director of Public Works. Any proposed replacement personnel shall be reasonably comparable in experience and qualifications to the personnel originally assigned to the Project.

B. Subconsultants. The Consultant shall not engage any subcontractors or subconsultants without the prior written approval of the City. The Consultant shall be fully responsible for the acts, errors, omissions, and performance of all subcontractors and subconsultants and shall ensure that all such parties comply with the terms and conditions of this Agreement. No subcontracting shall relieve the Consultant of any obligation under this Agreement.

C. Communication and Responsiveness. The Consultant shall respond to communications from the City within three (3) working days, unless a shorter response time is specified by the City or circumstances reasonably require a more immediate response. Failure to comply with this requirement may be considered a material failure to perform under this Contract. The Consultant shall also promptly notify the City of any issue, delay, or circumstance that may affect the performance of Services or the timely delivery of Deliverables.

D. Anti-Contingent Fee Certification. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Contract. A breach of this provision shall constitute grounds for termination of this Contract and recovery of any amounts paid by the City.

E. Professional Conduct. The Consultant agrees that it and its employees shall communicate with City employees and members of the public in a professional and civil manner. All aspects of the Consultant's performance under this Contract, including complaints received from City employees or members of the public, may be considered by the City in determining whether to renew, suspend, or terminate this Contract. Unprofessional conduct or failure to maintain appropriate standards of communication may constitute a breach of this Contract. The City further reserves the right to suspend or debar the Consultant from consideration for future contracts in accordance with applicable Alabama law.

F. Compliance With Laws. The Consultant shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of Services under this Contract and

shall not discriminate on the basis of race, color, religion, sex, national origin, or any other classification protected by law.

G. Records, Audit, and Inspection. The Consultant shall maintain complete and accurate books, records, documents, and other evidence directly pertaining to or connected with the Services performed under this Contract. Such records shall be maintained for a period of five (5) years after final payment and shall be made available for inspection, audit, and copying by the City or its authorized representatives during normal business hours upon reasonable notice, or without notice where reasonably necessary to protect the City's interests. These requirements shall also apply to any subcontractors or subconsultants engaged by the Consultant. The City shall have the right to audit, test, and validate any models, calculations, or methodologies used in the preparation of the Deliverables.

H. Independent Contractor Status. The Consultant is, and shall remain, an independent contractor in the performance of all work, Services, and activities under this Contract. The Consultant is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in work performed pursuant to this Contract shall be under the sole direction, supervision, and control of the Consultant. The Consultant shall be solely responsible for providing compensation, benefits, and insurance for its employees. The Consultant shall have no authority to bind the City to any agreement or obligation. The Consultant shall be solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort.

I. Support of Study Findings. Upon reasonable request by the City, the Consultant shall provide reasonable assistance to the City in explaining and supporting the analyses, methodologies, and conclusions contained in the study prepared under this Agreement. Such assistance may include participation in meetings with City staff, elected officials, or members of the public, and providing clarification of the methodologies, assumptions, and calculations used in the preparation of the study. The Consultant shall make reasonable efforts to be available for such support within a timeframe requested by the City. Failure to provide such support may be considered a material failure to perform under this Contract.

Any such assistance requested by the City within one (1) year after delivery of the final report shall be considered part of the Consultant's Services under this Agreement and shall not entitle the Consultant to additional compensation unless otherwise agreed in writing.

J. Public Records and Confidentiality. The Consultant acknowledges that the City is subject to Alabama public records laws. All Deliverables and materials provided under this Agreement may be subject to disclosure.

The Consultant shall clearly identify any information it considers confidential at the time of submission; however, the City makes no representation that such information will be exempt from disclosure.

The Consultant shall not include any confidential, proprietary, or restricted information in Deliverables unless necessary for performance of the Services and approved by the City.

Nothing in this Section shall be construed to limit the City's obligations under applicable public records laws.

IX. TIME FOR PERFORMANCE

Time is of the essence in the performance of this Contract. The Consultant shall commence work upon receipt of a written Notice to Proceed issued by the City,and shall not begin work prior to such notice.

The Consultant shall diligently and timely perform the Services in strict accordance with the requirements of this Contract and shall complete the Project in strict accordance with the Project Schedule set forth in Exhibit B, attached hereto and incorporated herein by reference. Failure to perform in accordance with the Project Schedule shall constitute a material breach and default under this Contract.

Completion of the Project shall occur only upon the delivery of all required reports, analyses, models, and other Deliverables set forth in Exhibit A and written acceptance of such Deliverables by the City.

The Consultant shall promptly notify the City in writing of any circumstance that may materially affect the schedule for performance of the Services. Such notice shall not relieve the Consultant of its obligation to perform in accordance with the Project Schedule unless an adjustment to the schedule is expressly approved in a written amendment to this Contract executed by the City.

No delay, act, or omission by the City, including but not limited to review of Deliverables or coordination among departments, shall be deemed to extend the Project Schedule or constitute a basis for additional compensation unless expressly authorized by written amendment to this Contract.

The Consultant acknowledges that the City's review of draft materials and internal coordination among departments may require additional time, and such review periods shall not constitute a delay in performance, a change in scope, or a constructive change, and shall not entitle the Consultant to any additional compensation unless otherwise expressly authorized by written amendment to this Contract.

X. FORCE MAJEURE

Neither party shall be considered in default of its obligations under this Contract to the extent that performance is prevented or delayed by events beyond the reasonable control of the affected party and not caused by the negligence, fault, or failure to act of the affected party, including but not limited to acts of God, hurricanes, floods, fires, epidemics, war, terrorism, civil disturbances, or governmental orders ("Force Majeure Event").

The party affected by a Force Majeure Event shall provide prompt written notice to the other party of the nature of the event, the anticipated duration of the delay, and the steps being taken to mitigate the impact of the event. Failure to provide such notice within a reasonable time shall preclude the affected party from claiming relief under this Section to the extent the other party is prejudiced thereby.

The affected party shall use reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance as soon as practicable, including continuing to perform any portions of the Services not affected by the Force Majeure Event.

A Force Majeure Event shall excuse performance only for the duration and to the extent of the impact of the event and shall not entitle the Consultant to any additional compensation, equitable adjustment, or other payment. The Consultant shall not be entitled to payment for Services not performed as a result of a Force Majeure Event.

Any adjustment to the Project Schedule resulting from a Force Majeure Event must be approved in writing by the City and only to the extent directly attributable to the Force Majeure Event.

If a Force Majeure Event continues for a period of more than sixty (60) days, the City may, upon written notice, terminate this Contract without further obligation, except for payment for Services properly performed and accepted prior to the effective date of termination.

XI. OBLIGATIONS OF CITY

A. City Representative. The City shall designate a Department Head or other authorized representative to act on behalf of the City with respect to this Agreement. Such representative shall have authority to transmit instructions, receive information, and communicate the City's policies and decisions regarding the Services under this Agreement. The City's representative shall not have authority to amend or modify the terms of this Contract, including scope, schedule, or compensation, except through a written amendment executed by an authorized signatory of the City.

B. Information and Data. The City shall make available to the Consultant such information and technical data in the City's possession or control as the City reasonably determines is necessary for the Consultant to perform the Services under this Agreement. The Consultant may rely upon such information and data; however, the Consultant shall exercise appropriate professional judgment in the use of such information and shall promptly notify the City of any errors, omissions, or inconsistencies discovered. The City makes no representations or warranties as to the accuracy or completeness of such information or data. The Consultant's reliance on such information shall not relieve the Consultant of its obligations under this Contract. The City shall have no liability for any errors, omissions, or inaccuracies in such information or data, and the Consultant's reliance thereon shall not relieve the Consultant of its obligations under this Agreement.

C. Contract Administration. The City's designated representative shall administer this Agreement on behalf of the City and shall perform such administrative functions as are reasonably necessary for the implementation of this Agreement, including but not limited to:

1. Review and approval or rejection of Consultant payment requests; and

2. Periodic review of the Consultant's work and Deliverables during the term of this Agreement.

Any review, approval, acceptance, or payment by the City shall not relieve the Consultant of its responsibility to perform the Services in accordance with this Contract, nor shall it be deemed a waiver of any rights or remedies available to the City.

XII. TERMINATION

A. Termination for Convenience. The City may terminate this Contract at any time upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, the City shall pay the Consultant for Services properly performed and Deliverables accepted by the City up to the effective date of termination. Such payment shall constitute full compensation, and the Consultant shall not be entitled to any additional compensation, including lost profits, overhead on unperformed work, demobilization costs, or consequential damages

B. Termination for Default. Any material failure of the Consultant to perform in accordance with the requirements of this Contract, as determined by the City and documented by the City's City Executive Director of Public Works, shall constitute a default and sufficient grounds for termination.

1. For defaults that are curable, as determined by the City, the Consultant shall be notified in writing and shall have ten (10) working days from receipt of such notice to cure the default, or such shorter period as the City determines is reasonably necessary under the circumstances.

2. For defaults that are not curable, as determined by the City, the City may terminate this Contract upon written notice effective on a date specified by the City.

C. Conversion to Termination for Convenience. If a termination for default is determined to be improper or invalid for any reason, such termination shall be deemed to be a termination for convenience pursuant to Section XII(A).

D. Mutual Termination. The parties may mutually agree to terminate this Contract; however, any such termination must be confirmed in a written agreement executed by the City. In such event, the City shall pay the Consultant for Services properly performed and Deliverables accepted prior to the effective date of termination.

E. Abandonment of Services. If the Consultant abandons performance of the Services under this Contract, the City may terminate this Contract upon three (3) calendar days' written notice to the Consultant indicating its intent to do so. In such event, the City may take such actions as it deems necessary to secure completion of the Services. Payment for Services properly performed and Deliverables accepted prior to abandonment shall be made in accordance with this Section.

The Consultant shall submit all outstanding invoices within one hundred eighty (180) days following termination. Invoices submitted after this period may be rejected by the City.

F. Consultant Termination Rights. The Consultant may terminate this Contract only if the City fails to pay a properly submitted and undisputed invoice within ninety (90) calendar days after approval by the City's City Executive Director of Public Works, or if the Project is suspended by the City for a continuous period exceeding ninety (90) calendar days. The Consultant shall have no right to suspend or delay performance of the Services pending any such termination.

G. Right to Withhold Payment. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City may withhold payment, in whole or in part, if:

1. The quality of the Consultant's work does not conform to the requirements of this Contract;

2. The quantity of work delivered does not correspond to the Consultant's payment request;

3. Claims have been made, or are likely to be made, against the City or its property arising from the Consultant's work;

4. The Consultant has caused damage to the City or a third party; or

5. The Consultant has failed or refused to perform any obligation under this Contract.

The City's exercise of its right to withhold payment shall not waive any other rights or remedies available under this Contract or applicable law.

H. Transition and Delivery of Work Product. Upon termination of this Contract for any reason, the Consultant shall promptly deliver to the City all work product, Deliverables, data, reports, and materials prepared under this Contract, whether complete or in progress, and shall reasonably cooperate with the City to facilitate an orderly transition of the Services. The Consultant shall not withhold any such materials pending payment or for any other reason.

XIII. DISPUTE RESOLUTION

A. Informal Resolution. In the event of a dispute or claim arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve the dispute through direct discussions between authorized representatives of the parties. If the dispute is not resolved within thirty (30) calendar days after written notice of the dispute by either party, either party may pursue any remedies available at law or in equity.

B. Litigation and Venue. If the dispute cannot be resolved through direct discussions, any dispute, action, or proceeding arising out of or relating to this Agreement shall be exclusively brought in the state courts located in Mobile County, Alabama, or, where proper subject matter jurisdiction exists, in the United States District Court for the Southern District of Alabama. Each party irrevocably submits to the jurisdiction of such courts and waives any objection based on improper venue, lack of personal jurisdiction, or forum non conveniens. The parties agree that no mediation or arbitration shall be required as a condition precedent to litigation unless expressly agreed to in writing by the City.

C. Waiver of Jury Trial. To the fullest extent permitted by law, the Consultant knowingly, voluntarily, and intentionally waives any right to trial by jury in any litigation arising out of or relating to this Agreement.

D. Governing Law. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws principles.

E. Continued Performance. Unless otherwise directed in writing by the City, the Consultant shall continue to perform its obligations under this Agreement during the pendency of any dispute or claim

arising under this Agreement. The existence of a dispute, including any dispute regarding payment, shall not relieve the Consultant of its obligation to continue performance unless this Contract is terminated in accordance with Section XII. Failure to continue performance as required by this Section shall constitute a material breach of this Contract. The Consultant shall not suspend, delay, or withhold performance of Services for any reason, including any dispute regarding payment, unless this Agreement is terminated in accordance with Section XII.

XIV. CONSULTANT WARRANTY / STANDARD OF CARE

A. Professional Services Standard. The Consultant shall perform all Services under this Agreement using that degree of care, skill, and diligence ordinarily exercised by qualified professionals performing similar services under similar circumstances. All Services shall be performed by qualified personnel in a professional and workmanlike manner.

B. Compliance With Contract Requirements. The Consultant shall perform the Services in strict accordance with the scope of services, specifications, and requirements set forth in this Agreement and its exhibits. The City shall have the right to reject any Services or Deliverables that do not conform to such requirements.

C. Compliance With Laws. The Consultant shall perform all Services in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

D. Correction of Deficient Services. If the City determines that any Services or Deliverables do not conform to the requirements of this Agreement, the City shall provide written notice describing the deficiency. Upon receipt of such notice, the Consultant shall, within a timeframe specified by the City, promptly correct or re-perform the deficient Services at no additional cost to the City. The Consultant's obligation to correct deficient Services shall apply notwithstanding any prior review, approval, acceptance, or payment by the City.

E. Methodology Support of Study Findings. The Consultant represents that the analyses, models, assumptions, and recommendations contained in the study prepared under this Agreement are based upon generally accepted professional methodologies appropriate for governmental cost-of-service and user fee studies and are internally consistent and supported by the underlying data and calculations.

Upon reasonable request by the City, the Consultant shall provide clarification and explanation of the methodologies, assumptions, and calculations used in the preparation of the study, including participation in meetings with City staff, elected officials, or members of the public to explain and support the study findings.

Any such assistance requested by the City within one (1) year after delivery of the final report shall be considered part of the Consultant's Services under this Agreement and shall not entitle the Consultant to additional compensation unless expressly authorized in a written amendment to this Contract.

F. Certification of Accuracy. Upon delivery of the final report, the Consultant shall certify in writing that, to the best of its knowledge and professional judgment, the analyses, models, assumptions, and conclusions contained in the Deliverables are accurate, internally consistent,

and prepared in accordance with generally accepted professional standards applicable to governmental cost-of-service and user fee studies

XV. SUSPENSION/STOP WORK ORDER

A. Suspension of Services. The City may, at any time, by written notice to the Consultant, require the Consultant to temporarily suspend all or part of the Services under this Agreement. Upon receipt of such notice, the Consultant shall immediately comply with the terms of the suspension, shall cease performance of the suspended Services, and shall continue performance of any non-suspended Services unless otherwise directed by the City. The Consultant shall take all reasonable steps to minimize costs and protect and preserve all work product, Deliverables, and materials during the period of suspension.

B. Resumption of Services. The Consultant shall not resume suspended Services until directed to do so in writing by the City. Any resumption of Services shall be subject to the terms of this Contract and any written direction issued by the City.

C. City Options During Suspension. The City may, at its option, cancel the suspension and direct the Consultant to resume Services, adjust the Project Schedule, or terminate this Agreement in accordance with the termination provisions contained herein.

D. Compensation During Suspension. Unless otherwise expressly authorized in a written amendment executed by the City and the Consultant, the Consultant shall not be entitled to any additional compensation, damages, equitable adjustment, or costs arising out of or related to the suspension of Services. The City shall only be obligated to pay for Services properly performed and Deliverables accepted prior to the effective date of suspension, and for any Services expressly authorized in writing during the suspension period.

E. Extended Suspension. If the suspension continues for more than ninety (90) calendar days, the Consultant may submit a written request that the City either authorize resumption of the Services or terminate this Agreement. Any decision to resume Services, adjust the Project Schedule, or terminate this Agreement shall be at the sole discretion of the City. The Consultant shall not be entitled to terminate this Agreement or recover any additional compensation as a result of such suspension.

XVI. NOTICES

A. Designated Representatives. The City's authorized representative for purposes of this Agreement shall be:

City:
City of Mobile
Shonnda Smith
205 Government Street
Mobile, Alabama 36602
shonda.smith@cityofmobile.gov

Consultant: LYVVE INVESTMENT GROUP, LLC
c/o Anitra Belle Henderson
Consultant's Authorized Agent
Address: 6704 Ridgeland Rd S, Mobile, AL 36695

Email: anitra@lyvvenow.com

B. Method of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be deemed sufficient if delivered:

1. By hand delivery;
2. By United States certified mail, return receipt requested, postage prepaid;
3. By a nationally recognized overnight delivery service; or
4. By electronic mail (email), provided that confirmation of transmission or receipt is obtained.

C. Effective Date of Notice. Notices shall be deemed effective:

- Upon delivery, if delivered by hand;
- Three (3) business days after deposit in the United States mail;
- One (1) business day after deposit with an overnight delivery service; or
- On the date of transmission, if sent by email with confirmation of transmission or receipt.

Refusal to accept delivery, failure to claim mailed notice, or failure to acknowledge receipt of email shall not invalidate the effectiveness of such notice.

D. Change of Address or Representative. Either party may change its designated representative or address for notice by providing written notice in accordance with this Section. Such change shall not be effective until receipt of such notice by the other party.

XVII. DEFAULT

The occurrence of any of the following shall constitute a material default under this Agreement:

1. Failure of the Consultant to materially perform the Services in accordance with the terms of this Agreement;
2. Failure to meet required deadlines or schedules in accordance with the Project Schedule;
3. Failure to perform the Services in accordance with the professional standard of care set forth in this Agreement;
4. Failure to comply with applicable federal, state, or local laws or regulations;
5. Misrepresentation, falsification, or material omission of information provided to the City;
6. Failure to procure or maintain required insurance coverage;
7. Unauthorized assignment or transfer of this Agreement or any interest herein;
8. Failure to correct deficiencies or cure a default after receiving written notice from the City and expiration of any applicable cure period; or
9. Failure to comply with any other material obligation under this Agreement.

XVIII. CITY REMEDIES

Upon the occurrence of a default, the City may, in its sole discretion, exercise any rights or remedies available under this Agreement or at law or in equity, including but not limited to:

1. Requiring the Consultant to cure the default within a specified period;
2. Performing or arranging for performance of the Services and recovering from the Consultant all reasonable costs and expenses thereof, including administrative, legal, and related costs incurred by the City;
3. Terminating the Agreement in accordance with the termination provisions contained herein;
4. Seeking recovery of all damages resulting from the default;
5. Withholding payment of any sums otherwise due under this Agreement until the default has been cured to the satisfaction of the City; and
6. Offsetting any amounts owed by the Consultant against any amounts otherwise due to the Consultant under this Agreement or any other agreement with the City.

The rights and remedies of the City set forth herein are cumulative and in addition to any other rights or remedies available at law or in equity.

Failure of the City to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of the right to enforce such provision thereafter, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof.

XIX. FUTURE CONTRACT ELIGIBILITY

Failure of the Consultant to perform in accordance with the terms and conditions of this Agreement, including failure to meet schedule requirements, provide acceptable Deliverables, or comply with applicable laws and Contract requirements, may be considered by the City in evaluating the Consultant's responsibility, qualifications, and past performance for purposes of future contract awards.

Such performance issues may also be considered by the City in determining whether to suspend or debar the Consultant from participation in future City contracts, in accordance with applicable Alabama law and City policies. Any such determination shall be made in accordance with applicable procedures and due process requirements.

XX. PEER REVIEW

The City reserves the right, at its sole discretion, to engage independent experts to conduct peer reviews of the analyses, methodologies, models, assumptions, calculations, and recommendations prepared under this Agreement.

The Consultant shall fully cooperate with such review, including providing prompt and complete access to all relevant documentation, data, work papers, calculations, assumptions, and electronic models used in the preparation of the Deliverables, in a format reasonably requested by the City.

The Consultant shall, at no additional cost to the City, promptly respond to reasonable comments and questions arising from such peer review and shall correct, revise, or supplement the Deliverables as necessary to address any deficiencies identified that reflect non-compliance with the requirements of this Agreement.

The cost of any peer review conducted by the City shall be borne by the City; however, the Consultant shall not be entitled to any additional compensation, equitable adjustment, or extension of time as a result of such peer review unless expressly authorized in a written amendment to this Contract.

Peer review by the City or its consultants shall not relieve the Consultant of its responsibility for the accuracy, completeness, or compliance of the Services or Deliverables under this Agreement.

XXI. ANTI-BOYCOTT CERTIFICATION

Pursuant to Ala. Code § 41-16-5, the Consultant represents and certifies that it is not currently engaged in, and agrees that for the duration of this Agreement it will not engage in, a boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade, as defined in § 41-16-5, Code of Alabama (1975). The Consultant acknowledges that a breach of this certification may result in termination of this Agreement and any other remedies available under applicable law.

XXII. NON-DISCRIMINATION

The Consultant shall comply with all applicable federal, state, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034.

Without limiting the foregoing, the Consultant shall not discriminate on the basis of race, creed, color, national origin, disability, or any other classification protected by law, shall require all subcontractors to comply with the same requirements, and shall make every reasonable effort to ensure that fifteen percent (15%) of the work performed under this Agreement is awarded to socially and economically disadvantaged individuals and business entities, in accordance with applicable law and City policy.

Failure to comply with this Section may constitute a material breach of this Agreement.

XXIII. COMPLIANCE WITH IMMIGRATION LAW

By entering into this Agreement, the Consultant represents and certifies that, for the duration of this Agreement, it will not violate federal immigration law and will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Pursuant to Ala. Code § 31-13-9, if the Consultant employs one or more employees within the State of Alabama, the Consultant shall provide documentation establishing that it is enrolled in the E-Verify program and shall maintain such enrollment for the duration of this Agreement.

The Consultant shall require all subcontractors performing work under this Agreement to comply with the requirements of this Section.

A violation of this Section shall constitute a material breach of this Agreement, and the Consultant shall be responsible for all damages resulting therefrom, in addition to any other remedies available to the City under this Agreement or applicable law.

XXIV. MISCELLANEOUS

A. Construction. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against any party.

B. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties and does not create any rights, privileges, or causes of action in any third party. Notwithstanding the foregoing, the parties acknowledge that Deliverables are intended to be relied upon by the City and may be disclosed to and relied upon by third parties for governmental, regulatory, and policy purposes without creating contractual privity or limiting the Consultant's obligations under this Agreement.

C. Time of the Essence. Time is of the essence with respect to each and every aspect of the Consultant's performance under this Contract.

D. Cumulative Remedies. The rights and remedies of the City provided under this Agreement are cumulative and in addition to any other rights and remedies available at law or in equity.

E. Joint and Several Liability. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable under this Agreement.

F. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

G. Authority. The parties represent and warrant that they are duly authorized to enter into and perform this Agreement and that the individuals executing this Agreement have full authority to bind the respective parties.

H. No Waiver by Payment or Acceptance. The City's review, approval, acceptance of, or payment for Services shall not constitute a waiver of any rights or remedies under this Agreement.

I. Headings. Section and paragraph headings are for convenience only and shall not affect the interpretation of this Agreement.

J. Independent Drafting. This Agreement has been reviewed and negotiated by both parties, and no provision shall be construed against either party as the drafter.

K. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

M. Amendment and Waiver. This Agreement may be amended only by a written amendment executed by the City and the Consultant. No waiver of any provision shall be effective unless in writing. No waiver of any breach shall be deemed a waiver of any subsequent breach.

N. Attorney's Fees and Costs. If the City is required to enforce this Agreement due to a breach by the Consultant, the Consultant shall reimburse the City for all reasonable attorneys' fees and costs incurred to the extent permitted by Alabama law.

O. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity of the City, its officials, or employees.

P. Assignment. The Consultant shall not assign, transfer, or convey this Agreement, or any interest herein, without the prior written consent of the City, which may be granted or withheld in the City's sole discretion. The Consultant shall not assign or transfer any claim, cause of action, or right to payment under this Agreement without the prior written consent of the City.

[SIGNATURES FOLLOW]

SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONSULTANT

LYVVE INVESTMENT GROUP, LLC

By: _____
Printed Name and Title

Date: 7/23/24

State of Alabama }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that [Individual's Name] whose name as [Title] of **LYVVE INVESTMENT GROUP, LLC**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

In witness whereof, I hereunto set my hand and official seal on this 23 day of July, 2026

KOMALBEN N. PATEL NOTARY PUBLIC ALABAMA STATE AT LARGE

My Commission Expires May 15, 2027

Komulben N Patel
Notary Public
Print Komulben N Patel
My commission expires: May 15, 2027
(Seal)

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
City Clerk

EXHIBIT A: SCOPE OF SERVICES

Scope of Work. The Scope of Work will include, but shall not be limited to, the following activities:

- Community Liaison, Africatown Welcome Center
  - Directing and collecting narratives and items
  - Assist with creating national and international cultural contacts
  - Assist with community engagement
    - Build informed tools for meetings and media
- Summer Jobs Programming
  - Create annual process timeline
  - Create implementation checklist
  - Outreach
    - Set up spaces to discuss upcoming programming
    - Content development assistance
- Fall Internship Programming
  - Outreach
    - Set up spaces to discuss upcoming programming
    - Content development assistance
  - Manage applications
  - Execute placements
  - Develop and execute evaluations
- Partnership Planning (Increase corporate partners)
  - Build target list
  - Relationship cultivation
  - Assist in target marketing
  - Partnership Development

The Program, together with the Activities, collectively, the "Services". The Services shall be provided at a location mutually agreed to be the parties.

EXHIBITS B AND C: FEE SCHEDULE / PROJECT SCHEDULE

BUDGET								
City of Mobile	Project	Project	Project	Project	Project			
	Summer 26 Jobs Planning	Summer 26 Jobs Execution/Evaulation	Africatown ngagement Plannir	Africatown Meetings/Outreach	Fall Jobs 26/Summer 27 Planning/Outreach	Hours	Rate/hr.	Total Costs
PROFESSIONAL FEES								
Lyvve Strategies	50	100	27	70	153	400	$225	$90,000
TOTAL HOURS	50	100	27	70	153	400		
TOTAL FEES	#REF!	#REF!	#REF!	#REF!	#REF!			$90,000
TOTAL EXPENSES								
TOTAL PROJECT COST								

EXHIBIT D: CERTIFICATE OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Lyvve Investment Group, LLC
6704 Ridgeland Rd S
Mobile, AL 36695

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: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		P105.886.150.1	12/30/2025	12/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 0 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						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 ANYPROPRIETOR/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	$ $ $
A	Professional Liability	Y		P105.886.145.1	12/30/2025	12/30/2026	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)

CERTIFICATE HOLDER
The City of Mobile
P.O. Box 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
Mary J Boyd

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/17/2026

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PRODUCER
Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 **FAX (A/C, No):**
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hiscox Insurance Company Inc	10200
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Lyvve Investment Group, LLC
6704 Ridgeland Rd S
Mobile, AL 36695

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		P105.886.150.1	12/30/2025	12/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 0 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability	Y		P105.886.145.1	12/30/2025	12/30/2026	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)
City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, and Umbrella Liability. 30 Day Notice of Cancellation, non-renewal shall apply.

CERTIFICATE HOLDER
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

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

AUTHORIZED REPRESENTATIVE
Mary J Boyd

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Español

Coverages

Find out how we keep you protected

Home • Policy and Coverages • Coverages

Auto Policy
868661208

VEHICLE COVERAGES

2022 MERCEDES-BENZ GLE350

VIN 4JGFB4JB4NA660437

Bodily Injury & Property Damage Liability $100,000 each person,$300,000 each accident,$100,000 each accident	$338.00
Uninsured/Underinsured Motorist $100,000 each person,$300,000 each accident	$120.00
Medical Payments $500 each person	$5.00
Comprehensive $750 deductible	$78.00
Collision $750 deductible	$249.00
Rental Reimbursement $40 each day,maximum 30 days	$17.00
Roadside Assistance	$8.00

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: August 4, 2026

Submitted by:
Shonnda Smith, Exec Director
Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Contract with RMGA, Inc., dba Richard Mandell Golf Architecture for professional business plan and architecture consulting services for Azalea City Golf Course.

Amount of Contract:
NTE $60,000.00

Funding Source
Azalea City Golf Course Enterprise account.

ATTACHMENTS:
1. 2026 Mandell Agenda Package
2. RMGA resolution

REVIEWERS:
Donald Rose
Logan Gewin
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: Aug 4, 2026 (Date) Item No. _____

Submitted by: Public Works (Department) Shonnda Smith (Department Head)

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

Reviewed by: Shonnda Smith (Executive Director)

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

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with RMGA Inc. for golf course professional consulting services

PURPOSE & SCOPE OF PROJECT:
Contract with RMGA, Inc., dba Richard Mandell Golf Architecture for professional business plan and architecture consulting services for Azalea City Golf Course.
Azalea City Golf Course Enterprise account.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: NTE $60,000.00.

FUNDING SOURCE:

Budget Item: 6130.6130.42200 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional services

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

How many bidders submitted bids (if applicable): _____

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

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and RMGA, Inc., d/b/a Richard Mandell Golf Architecture, for professional business plan and architectural consulting services for the Azalea City Golf Course, in an amount not to exceed $60,00.00, as appropriated funds are available, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

STATE OF ALABAMA
CITY OF MOBILE

Professional Services Contract
City of Mobile

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and RMGA, Inc. d/b/a Richard Mandell Golf Architecture, (hereinafter "Contractor"), as follows:

WHEREAS, RMGA, Inc. d/b/a Richard Mandell Golf Architecture has submitted a proposal to provide professional golf course architecture services for the preparation of a Renovation Business Plan and Report for Azalea City Golf Course; and

WHEREAS, the purpose of this Agreement is to obtain professional consulting services to evaluate Azalea City Golf Course and prepare a comprehensive Renovation Business Plan and Report to guide future improvements and capital investments; and

WHEREAS, the specialized nature of the services required does not fall within any current classification of the Mobile County Personnel Board, making it appropriate to secure such services by independent contract; and

WHEREAS, the Contractor is uniquely qualified and possesses extensive experience and expertise in golf course architecture, planning, renovation, and master planning services; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are found in Exhibit A, Paragraph I.A., Renovation

Business Plan and Report. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any Exhibit or Appendix, the provisions of this Agreement shall control.

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 _____ or his/her designee and the Director of _____ or his/her designee and may receive direct support requests from staff at the _____, who shall provide specific tasking to the Contractor with respect to these services.

II. TERM OF AGREEMENT

A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue until all work is completed unless otherwise terminated in accordance with this Agreement.

III. COMPENSATION

A. The City agrees to pay the Contractor in accordance with the fee schedule in Exhibit A, in a total amount not to exceed $60,000.00.

IV. METHOD OF PAYMENT

A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

A. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, in a minimum amount of $1,000,000, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of said insurance.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

A. City shall designate a Department Head(s) or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The Contractor shall be issued or permitted to maintain a City of Mobile Employee Identification Number, a City email address, and access keys or proximity cards necessary to perform his/her duties.

D. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.

E. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure

such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XII. DISPUTE RESOLUTION

A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

XIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is 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 of Mobile
Office of Shonnda Smith
c/o
As: City's Authorized Agent
205 Government Street
Mobile, AL 36602

CONTRACTOR:
RMGA INC.
2208 Midland Rd.
Pinehurst, NC 28374

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.

XIV. DEFAULT/ BREACH.

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all material, and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XVI. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XVII. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XVIII. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XIX. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XX. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXI. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the

subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. **Preparation of Agreement**. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

M. **Entire Agreement**. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

N. **Binding Effect**. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

O. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

P. **Amendment and Waiver**. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

Q. **Attorney's Fees and Costs**. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

R. **Non-Waiver of Rights**. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

S. **Sovereign Immunity**. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

T. **Non-Assignment**. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

U. 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.

V. The Contractor shall maintain a valid Alabama Driver's License and report any traffic incidents or violations to his/her supervisor.

W. The Contractor is required to use his or her own vehicle however, the same shall be authorized to use and operate City-owned equipment and vehicles as directed by the Director of Public Safety.

X. 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.

Y. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CONTRACTOR,

RMCA, INC.

By: _____ Date: 7/23/26

Print Name: RICHARD MANDELL

ACKNOWLEDGEMENT

The State of NC }

Moore County}

I, Jennifer Stroud, a Notary Public, in and for said County in said State, hereby certify that Richard Mandell, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, with full authority, executed the same voluntarily.

Given under my hand this the 23 day of July, 2026

_____
(Seal) Notary Public

JENNIFER STROUD NOTARY PUBLIC MY COMMISSION EXPIRES JUNE 3, 2031 MOORE COUNTY, NC

REV.12/11/2025

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

_____ Date: _____
City Clerk

REV.12/11/2025

EXHIBIT A

Azalea City Golf Course

Mobile, Alabama

GOLF COURSE ARCHITECTURE SERVICES

Prepared for the City of Mobile, Alabama

June 4, 2026

Richard Mandell Golf Architecture
2017 BoardRoom Magazine Golf Course Architect of the Year

Southeast mailing address
2208 Midland Road
Pinehurst, NC 28374
tel 910.255.3111
golf-architecture.com
richard@golf-architecture.com

RICHARD MANDELL
GOLF ARCHITECTURE

Midwest mailing address
924 Wrightwood Ave. Suite B
Chicago, IL 606144
tel 312.530.0954
golf-architecture.com
patrick@golf-architecture.com

Richard Mandell Golf Architecture
Design Services Proposal

RICHARD
MANDELL
GOLF ARCHITECTURE

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RICHARD
MANDELI
GOLF ARCHITECTURE

Design Services Proposal
Golf Course Architecture Services

RMGA Inc., d/b/a Richard Mandell Golf Architecture (hereinafter RMGA), with its offices located in Pinehurst, North Carolina and Chicago, Illinois proposes to develop a Renovation Business Plan and Report for Azalea City Golf Course for the City of Mobile, Alabama (hereinafter City) on this day, Thursday, June 4th, 2026:

TRADITION ♦ ENJOYMENT ♦ CHARACTER ♦ PASSION

I. GOLF COURSE RENOVATION SERVICES

A. RENOVATION BUSINESS PLAN AND REPORT

1. Preparation of Digital Base Sheet (Topo info already acquired):

a. Graphic study depicting existing tees, greens, fairways, bunkers, tree lines and specimen trees based upon available topographic information.

b. All existing structures and paved improvements including clubhouse, maintenance facilities, tennis courts, pool, relevant property boundaries.

c. All other physical features including ponded water and other waterways, vegetation including brush and drip line of all existing trees; rock outcroppings, fences, trails, spot elevations in heavily wooded areas, and roads.

d. Existing condition topography at six inch contour accuracy.

2. Review Of Relevant Golf Course Documentation:

a. RMGA shall review and study any available course by-laws, overall strategic vision, and previous studies, etc. to serve as a basis for future planning activity meetings with the proper committees and golfing members. *RMGA has already secured historic aerial photography from 1960, 1967, 1975, 1979, 1997, 2002, 2008, 2013, 2019, and 2025.*

3. Formation Of Renovation Business Plan Committee:

a. To ensure proper representation of the entire golfing membership of the City, RMGA will request the formation of a committee of golfing members to work with RMGA in addressing specific issues and concerns regarding the Renovation Business Plan. The following representatives would make up the committee at the discretion of the City:

1. High-Handicap Woman (25+)
2. High-Handicap Man (25+)
3. Mid-Handicap Woman (13-25)
4. Mid-Handicap Man (13-25)
5. Low-Handicap Woman (12 or less)
6. Low-Handicap Man (12 or less)
7. Junior Girl and Boy

4. Renovation Business Plan Punch list Walk-Throughs:

a. Richard Mandell will undergo a series of Renovation Business Plan punch list walk-throughs addressing a variety of general issues broken into specific items. General issues will include maintenance practices, drainage situations, environmental concerns, strategic design, aesthetics, playability, utilization of hazards, cart path circulation, golf course operations, and any possible routing issues. Please review Exhibit "A" for the comprehensive punch list.

5. Planning Activity Meetings:

a. RMGA will undertake a series of Planning Activity Meetings to analyze short term and long range goals and directions, which shall serve as the basis for the Renovation Business Plan. Meetings shall be held with the Greens Committee, Men's Golf Committee, Ladies Golf Committee, staff (including operations and maintenance) and the Renovation Business Plan Committee. The sessions will attempt to identify what the membership composition is and target the memberships' needs by addressing the following (See also Exhibit "A"):

1. How the course is to meet the needs of the golfing core of the membership.
2. Course design as it relates to maintenance and budget constraints.
3. Course design as it relates to aesthetics and maintenance.
4. Course design as it relates to modern architectural practices.
5. Course design as it relates to course's historical significance.

6. Committee Punch list Walk-Throughs:

In conjunction with the planning activity meetings, RMGA will lead a series of hole by hole walkthroughs with the Renovation Business Plan Committee and maintenance and operations staff to discuss the golf course and issues outlined in the Renovation Business Plan punch list. RMGA encourages other committee members to participate in these walkthroughs at the discretion of the City.

7. Graphic Renovation Business Plan:

a. Upon completion of items 1 through 6 as outlined above, RMGA will tabulate, review, and analyze all findings and incorporate the architect's professional assessment in creation of the graphic portion of the Renovation Business Plan. The graphic portion (in color) will include:

1. Specific renovation modifications and solutions to problems identified during the meetings and walkthroughs. The plan shall include all designed features including, but not limited to, tee and green locations and shapes, sand bunkers, water features and other hazard locations and shapes where applicable. In addition will be proposed fairway shaping, tree clearing, and other vital design suggestions.

2. A tabular listing of each proposed task with supporting justification.

8. Renovation Business Plan Report:

a. In addition to the Renovation Business Plan, RMGA will prepare a detailed report outlining considerations and solutions depicted in the Renovation Business Plans (please refer to Exhibit "B": Typical Renovation Business Plan Table of Contents). Also included will be the following:

1. A hole-by-hole narrative of all holes as well as practice facilities. A tabulated narrative discussion of existing conditions that warrant renovation solutions will be included. The recommendations and discussion will include specific

maintenance and playability issues on a hole by hole basis and a discussion regarding each hole's strategic merit.

2. Prioritization of each tee, sand bunker, and green based upon Renovation Business Plan walk-throughs. Each golf course feature is prioritized on an immediate, mid-term, and long-term basis. Considerations include safety, cost, and timing of each task.

3. Each Renovation Business Plan Report will include chapters regarding building assessment and recommendations, irrigation systems analysis and recommendations, water source, creek and lake health assessment and recommendations, and entrance and parking recommendations.

4. Each Renovation Business Plan Report will include chapters regarding general maintenance practices, course set-up, irrigation, discussions regarding trees and rough, turf quality, grassing, and grass heights, greens, playability, strategy, speed of play, and other design specific issues.

9. Construction Phasing Analysis And Cost Estimates:

a. As part of the Renovation Business Plan Report, RMGA will include a report regarding construction of the proposed modifications to the facilities. This will include a discussion and analysis of proper phasing of construction tasks and construction phasing options to consider.

b. Accompanying the phasing discussion will be construction estimates applicable to each phasing option presented to the City based upon the City's specific budget requirements.

10. Permit Process Analysis:

a. RMGA shall research permit requirements for renovations from all regulatory and non-regulatory agencies. Costs, methodology, and drawing requirements shall be included as a part of the Renovation Business Plan Report.

11. Presentation To Appropriate Committees:

a. Upon completion of the Renovation Business Plan and accompanying report, RMGA will present its findings as appropriate at the discretion of the City. RMGA will make any adjustments deemed necessary as a result of these presentations to compile a final plan and report.

12. Notification To City:

a. Upon completion of the Renovation Business Plan process and acceptance by appropriate committees of the City, RMGA will assist the City in preparing documentation of the plan. This will include a document outlining the proposed Business Plan and discussion of why renovation changes are necessary. RMGA will include a FAQ section outlining and explaining the most common concerns the membership may have in an attempt to provide the City with as

much information as necessary to approve the Renovation Business Plan and subsequent construction phasing.

b. RMGA will also provide a presentation of the Renovation Business Plan to the citizens at the discretion of the City.

13. Site Visits

a. Richard Mandell Golf Architecture will make three to five site visits and/or City meetings during the Renovation Business Plan process. This includes necessary formal presentations of work completed by RMGA.

B. DESIGN DEVELOPMENT DOCUMENTS (under future contract)

Upon approval of the Renovation Business Plan by the City, RMGA shall provide all necessary services to prepare Design Development Documents for approved course renovations. Design Development includes further strategic development of the golf holes, golf course feature design, grading of the entire site and cut/fill earthwork balance quantities for the entire site.

The detailed drawings shall be an extension of items in the approved Renovation Business Plan and phasing discussions. Necessary drawings for construction permit approval will be provided as well as appearances on the City's behalf at meetings leading to approval of the project. RMGA Inc's CAD capabilities allow for easy adaptation of Design Development Documents in order to meet any phased construction schedule the City prefers. The following is a typical list of Design Development Documents provided by RMGA within this phase:

1. Illustrative Master Plan showing course layout with:

a. Golf course entrance.
b. Clubhouse area (this is a designation of clubhouse site only; does not include detailed site or building plan(s).
c. Golf Holes.
    1. Tee, fairway and green locations, shapes, and sizes.
    2. Bunker locations, shapes, and sizes.
    3. Mounds, grass bunkers, and other feature shaping.
d. Pond locations, shapes, and sizes.
e. Road and development layout.
f. Maintenance area (this is a designation of the maintenance site and does not include a detailed plan of the maintenance area or of the maintenance building(s).
g. Scorecard.

2. Earthwork Grading Plans including:

a. Overall grading plan showing proposed contours for each hole and their relationship to each other and existing contours.
b. Plan showing approximate cut & fill areas with earthwork quantities for each area as well as total earthwork figures for the entire site.
c. All applicable notes and details.

3. Preliminary Drainage Plan including:

a. Proposed drainage modifications at an appropriate scale including a network of related internal drainage pipes and surface drainage.
b. Pipe locations and types
c. Catch basin locations and types
d. Open drainage swales and other appurtenances.
e. All applicable drainage details and notes.

* NOTE: *The above drainage plan does NOT include final pipe sizing and storm water management. Specific Storm Water Management (including final pipe sizing) must be done by a local civil engineer.*

4. Preliminary Irrigation Design including:

a. Establish sprinkler design criteria with golf course superintendent.
b. Prepare preliminary sprinkler layout, coverage plan and mainline routing.
c. Piping system hydraulic analysis.
d. Establish different point of connection along golf course, clubhouse and main entryway.
    1. Plans will be updated and made continually available for review online for golf course superintendent, general manager and Club in dwg. or pdf. file format via Dropbox.

C. CONSTRUCTION DOCUMENTS (under future contract)

RMGA shall provide all necessary services to prepare necessary detailed construction documents for the golf course along with details and complete specifications appropriate for the construction bidding process. The detailed drawings shall all be an extension of the approved Renovation Business Plan and design development document phases. The following is a typical list of Construction Documents provided by RMGA within this phase:

1. Final Earthwork Grading Plans showing:

a. Overall grading plan showing proposed contours for each hole and their relationship to each other and existing contours.
b. Plan showing approximate cut & fill areas and earthwork quantities for each area. This drawing will include earthwork figures for the entire site.
c. All applicable notes and details.

2. Individual Golf Hole Grading Plans showing:

a. Tee, green, and bunker locations, shapes, sizes, and elevations.
b. Proposed contours for each hole.
c. Fairway lines.
d. Pond locations, shapes, sizes with water level elevations, bottom of pond elevations.
e. Other feature shaping including mounding, grass bunkers, etc.
f. Limits of work.
g. Golf course boundaries.
h. Other appurtenances including retaining walls, bridges, cart paths, waste bunkers, etc.
i. All applicable details and notes.

3. **Green Grading Plans showing:**
   a. Green outline and surrounding features (including sand bunkers, grass hollows, etc.) with appropriate shapes and sizes.
   b. Proposed one foot contours for entire green complex.
   c. Green Staking Plan showing green outline and distances from centerpoint of green every 20 degrees.
   d. Applicable section lines.

4. **Staking Plan showing:**
   a. Tee center stakes.
   b. Landing area center stakes.
   c. Green center stakes.
   d. Other golf course feature center stakes.
   e. Centerlines.
   f. Golf course corridors (or envelope).
   g. Applicable distances to golf features from centerlines.
   h. Typical staking details and applicable notes.

5. **Clearing Plan showing:**
   a. Limits of work.
   b. Specimen trees to be saved.
   c. First phase clearing limits showing distance in feet from centerline at fifty foot intervals from tee to green.
   d. Selective clearing limits (Beyond first phase limits).
   e. Golf course boundary.
   f. Typical clearing detail and applicable notes.

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6. **Illustrative Master Plan showing entire course layout including:**
   a. Golf course entrance.
   b. Clubhouse area.
   c. Golf Holes.
      1. Tee, fairway and green locations, shapes, and sizes.
      2. Bunker locations, shapes, and sizes.
      3. Mounds, grass bunkers, and other feature shaping.
   d. Pond locations, shapes, and sizes.
   e. Road and development layout.
   f. Maintenance area.
   g. Scorecard.

7. **Irrigation Sprinkler Plans showing:**
   a. Full Irrigation plan drawings showing sprinkler layout, electric auto valves, lateral pipe routing, pipe size, valve sizes and location.
   b. Mechanical plan drawings showing piping system (HDPE or PVC).
   c. Electrical plan drawings showing one control system design to include satellite or decoder-IC, placement and sizing, power source locations, wire routing and size and central communication requirements.
   d. Communication cable plan drawings.
   e. Construction material and installation details.
   f. Irrigation general and technical specifications.

8. **Grassing Plan showing:**
   a. Specified areas to be grassed with specific grasses.
   b. Grassing details with all applicable notes.

9. **Technical Specifications, Bid & Construction Documents including:**
   a. Invitation for Bids, Instructions to Bidders, Bid Form, Non-Collusion Form, Bid Bond Form, Bidder's Qualifications, Performance & Payment Bond Form, etc.
   b. General Conditions.
   c. Special Conditions.
   d. Technical Specifications.

   NOTE: RMGA's experience has shown that projects of this scale typically require the following drawings for specific permit approvals. These drawings shall be completed by a sub-consultant and are **NOT** part of this proposal.

10. **Erosion and Sedimentation Control Plan**

11. **Storm water Management Plan**

    NOTE: Specific drawings may or may not be applicable to this project. Additional drawings may be added to this list.

D. BID ADMINISTRATION (under future contract)

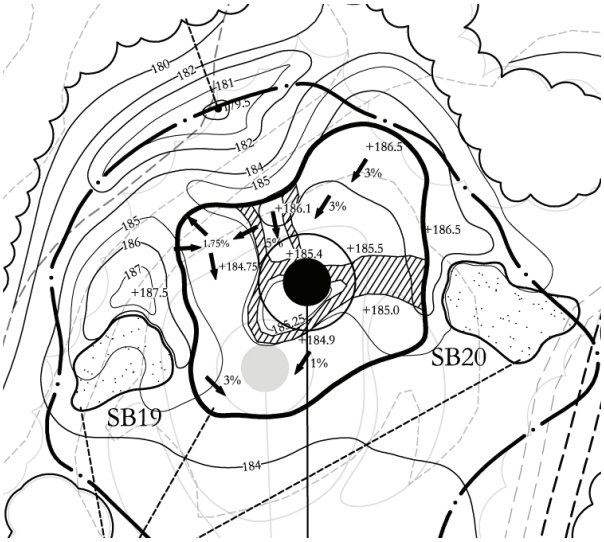
RMGA shall make available to prospective construction bidders (at a cost to each bidder) a complete set of bid package construction documents. RMGA shall also provide those services relating to the answering of questions and prepare any necessary addendum, clarifications, and notices of any change in the bidding procedures. RMGA shall assist the City in responding to all questions concerning the bid documents. Construction bids shall be evaluated and recommendations on award of the contract shall be provided to the City.

E. CONSTRUCTION ADMINISTRATION & VALUE ENGINEERING (under future contract)

Throughout the construction phase RMGA shall provide assistance during the implementation of the improvements including, but not limited to, construction inspections ONCE EVERY TWO WEEKS to inspect the Contractor's work, monitor the progress and quality of the work, and make determinations if the work is proceeding in accordance with the construction documents. Each visit may range in the number of days based upon the point of construction. If required, RMGA shall provide recommendations to the City concerning any deviations from the contract documents.

The golf course architect shall inspect the grading of the golf course features, inspection of the turf and irrigation, as-built documentation of the irrigation and facilities, and other necessary reviews to monitor the progress of the project at critical construction points. Each site visit will be documented in a detailed site visit report provided to all project principals, design team members, and contractor.

RMGA shall coordinate the Construction Administration with the City and provide a detailed final inspection for conformity to the contract documents. At this time, a punch list recording all missing or incomplete items shall be prepared. At the close of a grow-in period for the turf, irrigation, and landscaping, the golf course architect shall conduct a detailed site inspection with the City and, if necessary, assist the City in providing a punch list to the Contractor.



Value Engineering. Value engineering is a standard component of all design procedures undertaken by RMGA. RMGA will provide additional design revisions (with applicable drawings) as well as updated analysis and design recommendations throughout the life of the project.

II. FEE STRUCTURE FOR RENOVATION BUSINESS PLAN SERVICES

In consideration of Richard Mandell Golf Architecture's duties to be performed by Richard Mandell Golf Architecture under this agreement, City agrees to pay to Richard Mandell Golf Architecture the sum of $60,000.00 (inclusive of all travel expenses) as follows:

1. $15,000.00 fee to be paid on or before thirty (30) days from the date when base preparation and course walk-throughs are completed.

2. $20,000.00 subsequent fee to be paid on or before thirty (30) days from the date when the preliminary Renovation Business Plan is submitted to the City.

3. $20,000.00 subsequent fee to be paid on or before thirty (30) days from the date when the preliminary Renovation Business Report is submitted to the City.

4. $5,000.00 subsequent fee to be paid on or before thirty (30) days from the date when Renovation Business Plan and Report are finalized and formally presented to the City.

All site visits, travel expenses, and lodging expenses are included in the above fees. RMGA's fees will not change based upon construction change orders unless the scope of work changes.

III. FEE STRUCTURE FOR FUTURE GOLF ARCHITECTURE SERVICES (under future separate contracts)

As the City identifies future projects to undertake based on the Renovation Business Plan, RMGA, Inc. will provide design development, construction documents, bid administration, and construction administration services (as outlined above). The work is on a project by project basis for a fee in the range of 8% - 10% of the project budget once the scope is established. Fees will not change as a result of construction changes unless the overall scope of a project changes.

IV. OTHER FEE CONSIDERATIONS

A. Actual Reimbursable Expenses: Actual Reimbursable Expenses are all actual expenses incurred by RMGA for this project, including, but not limited to, copies and other production costs, postage and delivery charges.

B. RMGA Standard Plotting Fees. In-house plotting provides savings for our clients:

1.	Black & white plot on 24-lb Inkjet Bond Paper	$ 0.30 /sf
2.	Black & white plot on 46-lb Premium Coated Bond Paper	$ 0.60 /sf
3.	Color plot on 24-lb Inkjet Bond Paper	$ 2.00 /sf
4.	Color plot on 46-lb Premium Coated Bond Paper	$ 4.00 /sf

C. Standard billing rates for any additional services not included in this proposal will be billed at a rate of $125.00 per hour.

D. Permit or approval requirements for the golf course project from all regulatory and non-regulatory agencies shall be addressed and implemented by RMGA. Applicable permit fees are not included as part of this agreement and are to be paid by the City.

E. If outside agencies are employed for evaluation data such as soils studies, hydrological information, irrigation considerations, or wetlands delineation and other information, RMGA will seek authorization in writing from the City to contract for these services at the City's expense.

V. ADDITIONAL CONDITIONS

A. The costs indicated herein are quoted for a period of six months from the date of the proposal, after which they are subject to renegotiation.

B. Bills are due and payable within thirty (30) days of receipt. RMGA will charge a 1 ½% per month finance charge on unpaid balances past due fifteen days, which is an annual percentage of 18%, until the stated balance is paid in full.

C. The City of Mobile, Alabama is responsible for payment in full. Arrangements to share costs with others and subsequent collection of the same are the full responsibility of the City of Mobile, Alabama.

D. All accounts over 30 days past due shall be subject to collection procedures and City shall be responsible for all costs of collection, including post-judgment procedures, including all court costs and attorney's fees.

E. This Agreement shall be governed by and constructed in accordance with the laws of the State of Alabama. RMGA shall prepare all work in accordance with Federal, State and Local requirements in effect at the time.

F. RMGA shall comply in every respect with all applicable federal, state and local laws, ordinances, regulations and building and construction codes. If any of the construction drawings are at variance with such laws, ordinances, regulations and building and construction codes, RMGA shall notify the City promptly upon discovery of such variance and revise accordingly.

G. RESPONSIBILITIES OF CITY

1. City agrees to furnish to RMGA for the architectural design purpose, at City's expense, a complete and accurate topographical survey of the Property in a digital format with six inch accuracy. Essentially flat sites should be contoured at 1' intervals. Hilly sites may be contoured at 2' intervals.

2. In addition, City shall be responsible to furnish to RMGA, at City's expense, complete information as to soil borings or test pits, chemical, mechanical or other tests, and availability of sewer, water, gas and electrical services. Further, if requested by RMGA, City agrees to furnish an aerial photograph of the entire site selected for the golf course, at a scale corresponding to the aforementioned topographic materials.

H. PROMOTIONAL UNDERTAKING

1. Within reason, RMGA agrees to cooperate with the City in any initial promotional undertaking by City in announcing or publicizing the golf course project. This may include providing tours to prospective golfers, members, and homeowners, etc. during construction.

2. Further, RMGA's name may be used by City in all publicity purposes regarding the golf course project provided that all references and representations made by City with regard to the design of the golf course shall be accurate. All press release information regarding the design of the golf course shall be confirmed by RMGA prior to release. City agrees to take all reasonable and necessary steps to avoid, or rectify, any errors with respect to such identification.

3. In any event, i.e., whether or not payment in full hereunder is received by RMGA, all design concepts and methodology furnished by this Agreement are proprietary in nature and shall at all times remain the property of RMGA.

In witness whereof, the parties hereto have caused this Agreement to be executed, under seal, by its duly authorized officers as of this day and year first above written.

By: _____

Authorized Representative
City of Mobile, Alabama

By: _____

Mr. Richard Mandell, President
RMGA Inc., d/b/a
Richard Mandell Golf Architecture
ASGCA, ISACA

M

RICHARD
MANDELI
GOLF ARCHITECTURE

FIRM QUALIFICATIONS

Richard Mandell Golf Architecture delivers world-class design methodology with a professional approach that is goal-oriented and efficient. The firm is led by Richard Mandell of Pinehurst, North Carolina. He is assisted by Design Associate Patrick Gainer and Shapers/Site Project Managers Danny Peacock and Marc Burger. Our staff includes a licensed landscape architect in four states and Richard is also one of only two golf course architects who is also a certified Arborist. The firm's size is a deliberate strategy to provide personal service to meet our clients' needs as each staff member works in a collaborative effort on each project in the office and on site.

The RMGA Team's organization ensures that all aspects of a golf course project are considered and accounted for through a variety of design disciplines but with a specific hands-on approach with daily site representation. These attributes transform a client's comfort level, knowing that all solutions are being considered and accounted for through a variety of design disciplines and experience.

TRADITION ♦ ENJOYMENT ♦ CHARACTER ♦ PASSION

Lake Forest Country Club Hole #12
Hudson, Ohio

Richard Mandell's lifelong ambition has been to create a lasting impression on the world of golf architecture. Since 1992 he has been delivering on that goal. His firm has worked on more than seventy-five golf course projects ranging from consultation to preliminary master planning to complete golf course architectural services. Thirty years of practicing golf architecture has provided the **experience and understanding** to create golfing masterpieces.

Richard Mandell graduated from the University of Georgia with a Bachelors degree in Landscape Architecture and is one of only a few candidates nationwide to pass the complete landscape registration exam in his first attempt (success rate is less than ten percent). He is a **licensed Landscape Architect** in four states.

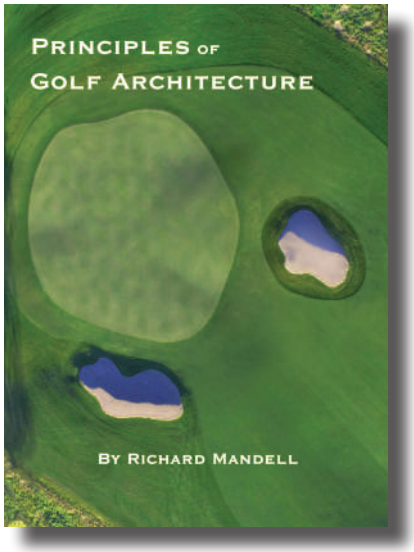
His years with Dan Maples Design in Pinehurst and Denis Griffiths & Associates in Atlanta exposed him to high-end domestic and international work in an apprenticeship with two of the best in the business, both former ASGCA Presidents. Richard has a **strong knowledge** of civil engineering, acquired in his previous venture with Whole In One Design Group. As a Principal, Richard was lead architect on many projects where the environmental work and civil engineering were completed in-house. Richard returned to Pinehurst with a wealth of practical knowledge and a **lifelong catalog of historical reference** to practice his craft as Richard Mandell Golf Architecture.

RMGA Awards & Accolades

1996 - DuPont NA Safety, Health & Environment Excellence Award
2000 - Golf Digest Best New Course Nominee
2000 - Georgia Golf News Best Course Candidate
2002 - 10 Great Fall Golf Getaways (Carolina Fairways Magazine)
2006 - Top Ten Short Courses in America
2007 - International Network of Golf Book of the Year
2009 - Builders Excellence Legacy Award: Renovation of the Year
2009 - GolfInc. Private Course Renovation of the Year Runner-Up
2011 - GolfInc. Most Influential Architects List #14
2011 - GolfInc. Under $1 million Renovation of the Year Third Place
2011 - Builders Excellence Legacy Award: Renovation of the Year
2014 - Golf Magazine Renovation of The Year Award - Municipal
2015 - South Carolina Raters Panel Most Improved Course since 2005-Midlands
2015 - South Carolina Raters Panel Most Improved Course since 2005-Grand Strand
2015 - GolfInc. Municipal Renovation of the Year Award
2016 - GolfInc. Municipal Renovation of the Year Award & Best In Show
2017 - GolfInc. Private Renovation of the Year Honorable Mention
2017 - Boardroom Magazine Golf Course Architect of the Year
2018 - GolfInc. Private Renovation of the Year Honorable Mention
2019 - ASGCA Design Excellence Award
2020 - GolfInc. Best New Course Award
2023 - ASGCA Environmental Excellence Award
2024 - GolfInc. Municipal Renovation of the Year Third Place
2024 - Golf Magazine America's Best Golf Courses Under $100.00
2025 - Golf Digest Best Affordable Renovation Second Place

Richard's versatility is shown in the variety of his experience. He has worked on private country club projects yet also created accessible facilities enjoyed by beginners and experts alike, such as the venerable **Keller Golf Course** in St. Paul, Minnesota (site of the 1932 & 1954 PGA Championships) for Ramsey County, Minnesota, **Bacon Park Golf Course**, a Donald Ross design owned by the City of Savannah, Georgia, and Blue Heron Golf Course, a public layout on the eastern shore of Maryland which was named one of the **Top Ten Short Courses in America in 2006**. Richard has created or renovated tournament courses, executive courses, and everything in between, as well as full-service practice facilities.

A noted golf architecture historian, Richard Mandell has appeared in and written articles for national publications such as **Golf Illustrated** and **Links Magazine**. He has provided chapters in **Golf Architecture: A Worldwide Perspective** (vols. 1 & 2) as well as a chapter to **Favourite Holes by Design: The Architect's Choice**. Richard's **Pinehurst ~ Home of American Golf** (The Evolution of a Legend), a detailed account of the evolution of the playing fields of Sandhills golf, won the prestigious **International Network of Golf Book of the Year Award (2007)**. In 2022, Richard released his seminal work, **Principles of Golf Architecture**, describing how the elements and principles of design apply to golf course architecture.



"Richard Mandell's recently released "Principles of Golf Architecture" is one of the most consequential books by a modern golf course architect. The writing is clever, concise and candid. Images are practical. A must-read for anybody seeking to learn more about golf courses." - Guy Cipriano, Editor-In-Chief, Golf Course Industry Magazine

Richard and his staff are the founders of **The Symposium on Affordable Golf**, a conference held from 2010 - 2015 which raised awareness and understanding of the challenges of the golf industry through open discussion, exchange of ideas and highlighting successes that promote the health and sustainability of the game and business of golf. Speakers included Barney Adams of Adams Golf, Ron Whitten, Jaime Diaz, and James Hyler, Past President of the USGA.

From 2008 to 2012, Richard penned a blog for The Washington Times which became a platform for a grass-roots movement to return the game of golf to its origins. In the process, the goal was to re-capture the elements of golf design and the game which have gone missing over past decades. Richard also taught the only fully accredited, professionally-taught class on golf architecture at North Carolina State University (1997 to 2015). Richard is a Regular Member of the American Society of Golf Course Architects (member No. 259) and a member of the USGA Museum Committee.

In 2011, Richard was named to Golf Inc's **Most Influential Architects** list specifically because of his already decades-long history of providing innovative and award-winning solutions. That reputation has only strengthened in the years since. Richard was named **Boardroom Magazine Golf Course Architect of the Year for 2017** and was awarded an **ASGCA Design Excellence Award** in 2019 for his new Braemar Golf Course in Edina, Minnesota. In January of 2022, Sports Illustrated Golf declared Richard Mandell one of "**4 Golf Architects You'll Be Hearing More About.**" This, despite Richard's thirty years experience in the business and awards received over four different decades, means the best is yet to come for RMGA.

With well-rounded experience, knowledge of the profession, and the ability to communicate so well documented, Richard Mandell Golf Architecture is fully qualified for any golf course design project set forth.

ARMY NAVY COUNTRY CLUB (ARLINGTON) HOLE RED #3
ARLINGTON, VIRGINIA

Isla Del Sol Yacht & Country Club #2
St. Petersburg, Florida

Richard Mandell Golf Architecture has a strong commitment to golf course architecture and the primary task at hand, designing great golf courses. After two decades of golf design, it is evident that the four cornerstones of our design success- tradition, enjoyment, character, and a passion for the game of golf have been essential to our longevity in the business. A golf architect with longevity in mind will deliver proper design specifically for the client and the golfer.

Golf is about tradition. From the beginnings of golf at St. Andrews to Donald Ross to the Maples family and Pinehurst, Richard Mandell has a legacy few golf architects can claim. This direct professional lineage from the origins of the game to twenty years practicing golf course architecture have provided Richard with the experience and understanding to create golfing masterpieces.

Richard's knowledge of the history of golf architecture is unparalleled among peers. Historical reference provides a solid understanding of not just the art of golf architecture, but the practical applications of the game as well. The result is that Richard Mandell Golf Architecture follows through with a client's initial goals and provides solutions that are inspiring, yet responsible.

Golf is about enjoyment. Enjoyment of the game is of primary importance when we design a golf course. It is very easy to make a difficult golf course. But, it is a special talent that Richard Mandell Golf Architecture has to create a quality golf experience that is a challenge for all golfers, yet also a pleasure to play. Without a healthy respect for the difficulty of the game, the largest segment of the golfing market may not be considered in the design process. We design a golf hole so that each golfer hits the most appropriate club despite differences in ability. A Richard Mandell golf course allows golfers of varying abilities to determine their own strengths and weaknesses.

Tanglewood Championship Course Hole #15; Clemmons, North Carolina

Skydoor Golf Club Hole #3; Zhangjiajie, Hunan, China

Proper selection and placement of hazards for a positive purpose is the key to achieving this objective. The appealing result is that construction and maintenance costs are minimized in the process. Fewer hazards, yet placed in the correct spots to challenge the player, translate to a broader market and more success for the client. Providing golfers a fun and enjoyable round of golf translates into repeat play and financial success for the golf course developer.

Golf is about character. The character of each individual landscape is the driving design force behind a Richard Mandell Golf Architecture project. Richard does not have a set design standard when he sits down at the drawing board. The site is what determines his design standards and is what ensures individuality among his projects. Each of his designs weaves the basic design principles of balance, harmony, and proportion into the lay of the land. Every step in the design process - from the initial routing to the planning of each golf hole - is derived from the attributes of the land.

Because he allows the land to dictate his design and doesn't let a 'signature look' affect his decisions, Richard's true signature is what the ground itself reveals and is apparent in his versatility from site to site. The result is a clear vision of a great product, clearly communicated to the client.

Golf is about passion. Passion is what makes golfers a unique breed. Richard Mandell Golf Architecture breathes passion into golf courses with an unparalleled approach to strategy that the great architects of the past duly recognized. Richard's strategic philosophy can be summed up in one phrase, "hazards are to challenge, not penalize". A Richard Mandell Golf Architecture design does not have an inordinate amount of sand bunkers. Nor do his layouts require movement of hundreds of thousands of yards of dirt. Hazards are well-placed to challenge the golfer in the pursuit of par. Subtle sculpting of the land enhances the natural beauty of the property and creates additional challenge for all golfers. The pursuit of par is what passion for the game is about. A Richard Mandell golf course allows all players that pursuit.

Orangeburg Country Club Hole #16
Orangeburg, South Carolina

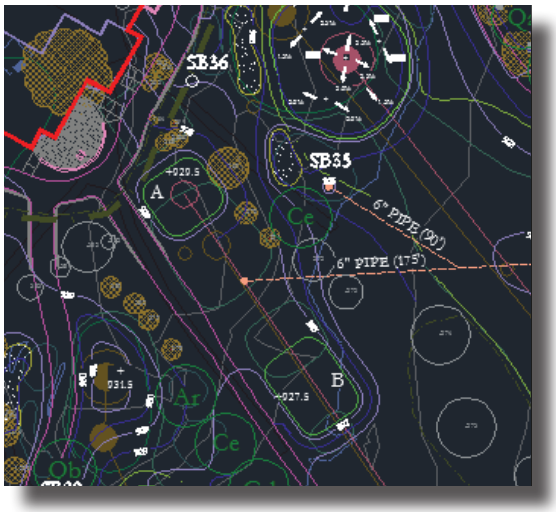
Cost Control Methodology

Proposed Features				
Hole	Tees (SF)	Greens (SF)	Fairways (AC)	Bun
1	8,380	6,460	3.25	4
2	10,430	6,020	0.20	1
3	8,380	6,150	2.41	3
4	7,680	5,780	1.40	3
5	6,990	6,560	2.89	7
6	7,940	6400 *	1.99	3
7	8,640	5,770	0.00	5
8	7,290	6,160	1.59	2
9	7,880	6,380	1.75	7
10	7,490	5,630	2.15	2
11	7,940	6,570	0.04	4
12	5,570	5610 *	1.83	7
13	6,490	6,710	3.34	3
14	7,880	6120 *	1.07	2
15	6,280	5,400	0.10	2
16	5,680	6,500	1.32	3

Richard Mandell Golf Architecture begins with a preliminary cost estimate as a primary design tool in an effort to monitor and control project costs. Our preliminary cost estimates act as an anchor for our design, from the master planning stage all the way to construction. With realistic construction costs delineated in the preliminary phase of a project, RMGA derives quantities which best utilize the funds available.

These quantities are referenced throughout the detailed design process and become an integral element of the final design. It is easy for our firm to ensure proper funds are utilized on greens, tees, sand bunkers, drainage, and earthwork. With known quantities in the forefront of our thought process, we simply design to these quantities. For example, if our budget only allows 117,000 sf of greens construction, our Clients can be assured the final plans will reflect that amount.

State of the art computer technology and leading edge applications enable Richard Mandell Golf Architecture to enhance the management of the design process and control costs. A CAD generated base becomes the ideal tool to assure proper quantities and field control. Our AutoCAD abilities allow for constant monitoring of quantities at the press of a button at any time during the design process, ensuring proper cost controls. Dual screens with an Excel file of quantities on the left and an AutoCad design file on the right allow for costs and design decisions to work hand in hand throughout the design process.



The thoroughness of an RMGA construction document package is directly reflected in minimal field adjustments during construction. It is our contention that all design considerations should be addressed on the drawing board and not while machinery is running in the field. There is no excuse for adjusting strategic or playability concerns in the field. Every feature is well thought out on paper and properly transferred to the field. Creativity and design expertise shall be explored prior to construction. Field adjustments are adjustments to the field, not adjustments to the design.

The ability to control quantities and costs based on preliminary estimates, state of the art computer technology, and proper field work are ways that Richard Mandell Golf Architecture controls costs for all our projects from initial field visit to opening day. This philosophy is a true minimalist attitude: Knowing what our Clients' limitations are and creating memorable facilities with change to spare.

Keller Golf Course
Construction Costs
Midwest Region

Item	A Unit Cost	B Unit Cost		C Unit Cost	Quantity	
Mobilization (LS)	$ 25,000.00	$ 89,000.00		$ 62,100.00	1.00	
Layout/Staking	$ 1,500.00	$ 2,021.05	per hole	$ 1,400.00	18.00	
Tee & Fairway Fumigation	$ 3,600.00	$ 3,600.00		$ 4,390.00	32.00	
Selective Clearing (AC)	$ 4,000.00	$ 3,800.00		$ 11,100.00	1.00	AC
Selective Clearing (By Tree)	$ 500.00	$ 245.00			483.00	
Silt Fence	$ 3.00	$ 3.25		$ 1.65	14,359.00	
Hydromulching	$ 0.25	$ 0.25		$ 0.05	111,914.00	
Fairway Erosion Control Blankets				$ 6,810.00	3.50	
Tree Protection	$ 3.00	$ 3.25		$ 1.40	1,260.00	
Inlet Protection	$ 150.00	$ 48.00		$ 71.00	114.00	
Construction Entrance	$ 3,500.00	$ 2,000.00		$ 4,890.00	1.00	
6" Onsite Topsoil - Strip, Stockpile, Return (CY)	$ 4.25	$ 2.60		$ 6.90	28,250.00	
Bulk Earthwork (CY)	$ 3.00	$ 2.20		$ 3.85	139,000.00	
Pond Construction (CY) - dewatering part	$ 6.00	$ 3.25		$ 10.50	1,745.00	
Pond Liner						
PVC	$1.25	$1.25		$ 1.00	63,654.00	SF
Bulk Earthwork - Rock (CY)	$ 50.00	$ 48.00		$ 30.00	na	
All Feature Shaping				$ 200,000.00	1.00	
Tee Complex Shaping (SF)	$ 0.46	$ 0.46		$ -	169,474.00	
Practice Tee 4" Perforated pipe w/ gravel (LF)	$ 8.00	$ 7.10		$ 8.65	970.00	
6" Solid HDPE Pipe (N-12 ADS)	$ 9.00	$ 8.00		$ 8.25	11,040.00	LF
8" Solid HDPE Pipe (N-12 ADS)	$ 11.00	$ 9.00		$ 10.10	2,250.00	LF
10" Solid HDPE Pipe (N-12 ADS)	$ 14.00	$ 12.00		$ 14.10	665.00	LF
12" Solid HDPE Pipe (N-12 ADS)	$ 18.00	$ 15.00		$ 14.80	555.00	LF
18" Solid HDPE Pipe (N-12 ADS)	$ 28.00	$ 22.00		$ 21.90	372.00	LF
Drainage Inlets	$ 150.00	$ 150.00		$ 246.00	104.00	
Catch Basins	$ 325.00	$ 325.00		$ 1,000.00	10.00	
Pond Control Structures				$ 13,400.00	1.00	
Retaining Walls (FF)					na	
AnchorBlock	$ 29.00	$ 29.00		$ 59.90	1,895.00	FF

RMGA's Tee Shot Distance Equity Approach

Over the past twenty-five years, Richard Mandell has refined his approach to tee box layout with the over arching goal of equalizing the game for all levels of play. Typically, multiple tee boxes are planned out in such a way as to get all golfers to the same point in the fairway from the tee. Unfortunately, equality ends there as two players rarely have the same club into the green. The same distance yes, but not the same club.

Richard's theory (which has pre-dated Tee it Forward by a decade) is based on multiple landing areas for golfers which lead into multiple tee boxes as well. If Tee Shot Distance Equity is carried out properly, as long as golfers play from the set of tees that matches their swing speed and hit their average tee shot, each golfer should be hitting the same club to the target. In other words, instead of everyone playing from 150 yards, everyone should be playing a seven-iron from different spots within the landing area.

TSDE is based upon how far golfers hit golf balls, which is based on how fast different golfer types swing the golf club more than their actual handicap. RMGA has analyzed the typical swing speed guidelines for golfers based upon age and gender. These guidelines help determine the need for specific tee boxes for golfers along with the design goal of utilizing as many clubs in one's bag from hole to hole:

- 120+ mph: Male Tour Pro.
- 110-119 mph: Male Club Pro.
- 100-109 mph: 18-35 year old male.
- 90-99 mph: 30-55 year old male and Lady Tour Pro.
- 80-89 mph: 50-60 year old male and Lady Club Pro.
- 75-79 mph: 20-30 year old female.
- 70-79 mph: 60-70 year old male and 30-45 year old female.
- 65-69 mph: 70-80 year old male and 45-60 year old female.
- 60-65 mph: 60 -70 year old female.

Richard's work has revealed how important it is to have a set of tee boxes in the 4,400 - 4,800 yard range and that five or more sets of tees (not necessarily tee boxes) are crucial to the enjoyment of the game for all playing levels.

RMGA Municipal Golf Course Architecture Experience

Richard Mandell Golf Architecture has become a national leader in municipal golf course renovation work due to its commitment to affordable golf and to the public golfer. Richard includes himself in that category as he learned the game on the municipally-owned Rye Golf Club in Rye, New York. It was on those fairways he dedicated his future to a career of golf course architecture. RMGA has more than **thirty years'** experience in designing public or semi-private golf course facilities, including **24 municipal clients in 11 states and Spain**. In the past few years, RMGA has completed (or is currently completing) work for some of the most iconic municipal facilities in the country.

Richard has created accessible facilities enjoyed by beginners and experts alike, such as the venerable **Keller Golf Course** in St. Paul, Minnesota (site of the 1932 & 1954 PGA Championships) for Ramsey County, Minnesota; **Bacon Park Golf Course**, a Donald Ross design owned by the City of Savannah, Georgia, and **Blue Heron Golf Course**, a public layout on the eastern shore of Maryland which was named one of the **Top Ten Short Courses in America in 2006**. Keller and Bacon Park each won **Golf Inc. Renovations of the Year** awards in 2015 and 2016 respectively. Keller also won **Golf Magazine Renovation of the Year** in 2014. Most recently, Richard's restoration of another Donald Ross municipal original, **Bobby Jones Golf Club** for the City of Sarasota, Florida, including a new adjustable nine-hole short course and a community park (also by RMGA) has won three recognitions since its opening in December 2023: **GolfInc. Municipal Renovation of the Year (3rd place), Golf Magazine America's Best Golf Courses Under $100.00, and Golf Digest's Best Affordable Renovation (2nd place).**

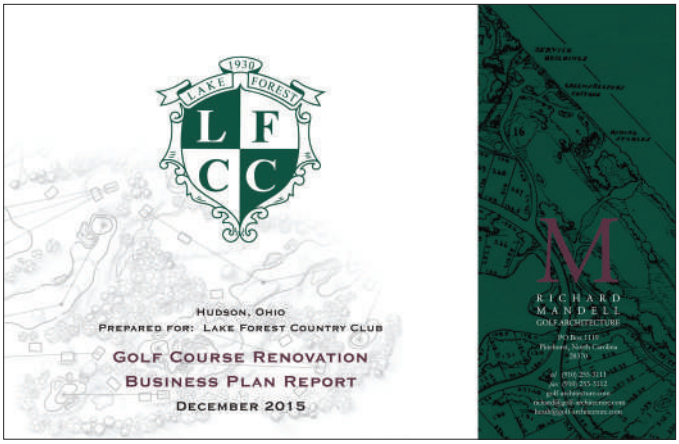
Richard Mandell Golf Architecture Municipal Project List (partial):

- Rota Golf Course for the U. S. Navy (Rota, Spain) - 2026 (C)
- Audubon Golf Course for Town of Amherst, NY - 2024 (RBP)
- Winston Lake Golf Course for City of Winston-Salem, NC - 2023 (R)
- River Run G. C. for City of Bradenton, Florida - 2023 (C)
- Monroe C. C. for City of Monroe, North Carolina - 2022 (RBP)
- Cranberry Valley G. C. for the Town of Harwich, Mass. - 2022 (N)
- Kennedy G. C. (36) for the City of Denver, Colorado - 2021 (RBP)
- Hollywood Beach G. C. for City of Hollywood, Florida - 2021 (R)
- Hamptons G. C. (27) for City of Hampton, Virginia - 2021 (N)
- Woodlands G. C. for City of Hampton, Virginia - 2021 (C)
- Tanglewood Park Golf Course for Forsyth County, N.C. - 2018 (R)
- Tanglewood Reynolds Course for Forsyth County, N.C. - 2019 (RBP)
- Braemar Golf Course for City of Edina, Minnesota - 2018 (N)
- Bobby Jones G. C. (27) for the City of Sarasota, Florida - 2017 (R)
- Bacon Park G. C. (27) for City of Savannah, Georgia - 2014 (R)
- Hyannis G. C. for Town of Barnstable, Mass. - 2014 (RBP)
- Keller Golf Course for Ramsey County, Minnesota - 2012 (R)
- Erie Golf Course for City of Erie, Pennsylvania - 2005 (R)
- Monroe C. C. for City of Monroe, North Carolina - 2004 (SB & RBP)
- Blue Heron G. C. for Queen Anne's County, Maryland - 2003 (N)

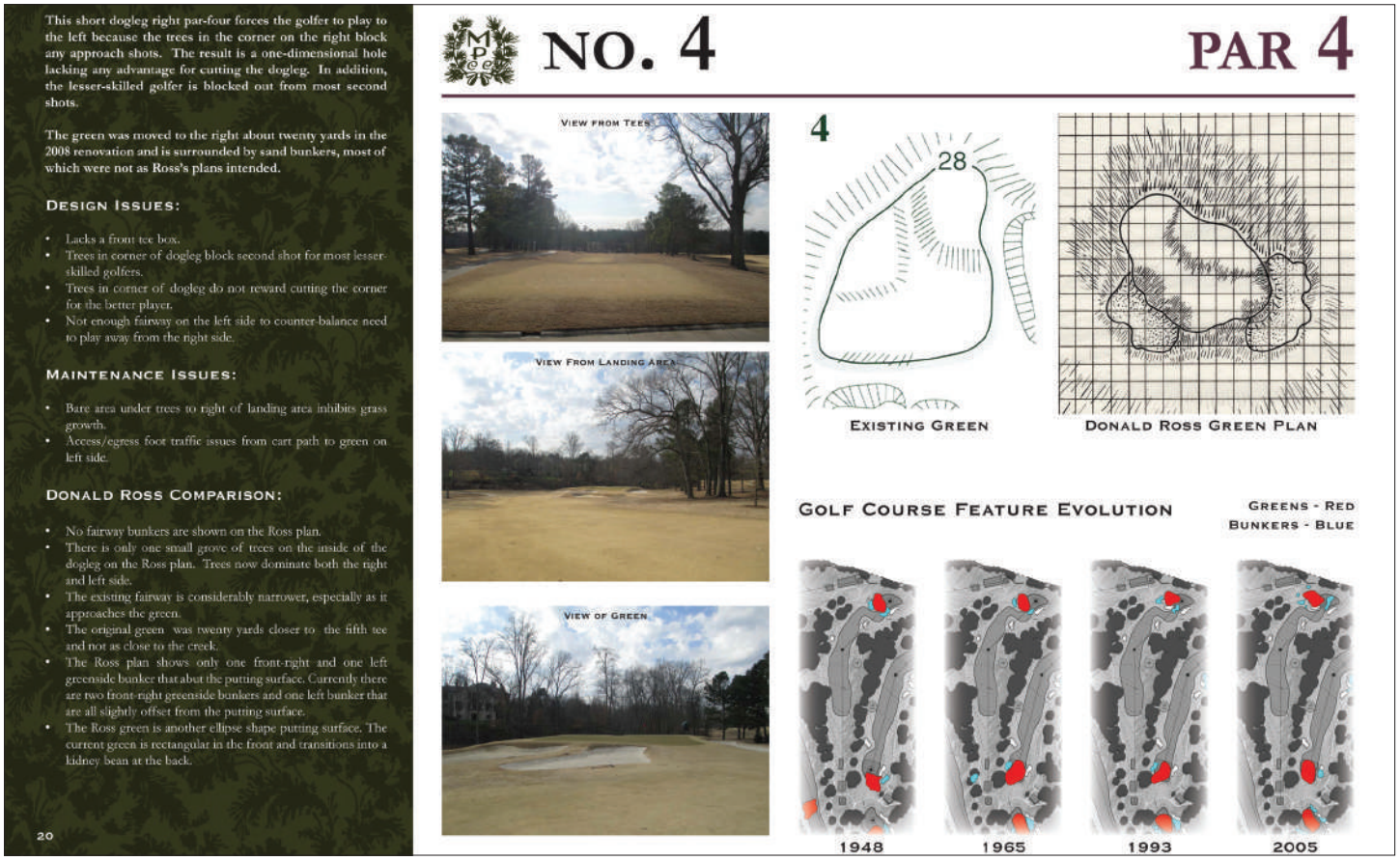
(N): New; (R): Renovation; (RBP): Renovation Business Plan; (C): Consulting

RMGA'S Renovation Business Plan Process

RMGA undertakes an extensive process to develop the Renovation Business Plan and Report. This process stands alone in its completeness *and* its complexity. The process begins with a detailed analysis of not just the golf course, but of the clientele that it serves.



RMGA utilizes our **Renovation Business Plan Punch List** to help formulate our thoughts and ideas. The Punch List is a detailed questionnaire that addresses maintenance issues, drainage issues, environmental impact, strategy, aesthetics, playability, utilization of hazards, cart paths, operations, overall course routing, safety, and financial considerations. On-course walk-throughs and interviews are typically conducted with a cross-section of golfers, the maintenance staff, the golf professional staff, and club management.



The Deliverables

The RMGA Renovation Business Plan Process includes a graphic document and a written report. The graphic portion is a color rendering of the course that includes general *and* itemized issues and solutions as well as proposed design style. The RBP Report includes **detailed analysis** of the existing conditions and general and hole-by-hole solutions. Each solution and course feature is prioritized based on a variety of considerations such as cost, design, safety, ease of construction, etc.

Alternative 2: Greens, sand bunkers, select clearing, tee complexes, and a new irrigation system:

Item	Unit Cost	Quantity	Unit	Total
PROJECT PREPARATION				
Mobilization (LS)	$ 108,064.00	1.00	LS	$ 108,064.00
Layout/Staking	$ 1,365.76	27.00	EA	$ 36,875.52
CLEARING				
Spray and Rotovate Existing Turf (AC)	$ 2,552.00	33.82	AC	$ 86,308.64
Tee & Fairway Fumigation	$ 3,168.00	5.25	AC	$ 16,632.00
Selective Clearing (By Tree)	$ 440.00	510.00	EA	$ 224,400.00
EROSION CONTROL				
Silt Fence	$ 3.30	35,000.00	LF	$ 115,500.00
Fairway Erosion Control Blankets	$ 9,680.00	2.00	AC	$ 19,360.00
Construction Entrance	$ 5,280.00	2.00	EA	$ 10,560.00
TOPSOIL MANAGEMENT				
6" Onsite - Stripping and Stockpiling (CY)	$ 2.20	10,000.00	CY	$ 22,000.00
6" Onsite - Replacement and Spreading	$ 2.99	10,000.00	CY	$ 29,920.00
BULK EARTHWORK				
Bulk Earthwork (CY)	$ 2.82	20,000.00	CY	$ 56,320.00
SHAPING				
All Feature Shaping	$ 310,000.00	1.00	EA	$ 310,000.00
GREEN CONSTRUCTION				
Greens Construction (SF)	$ 3.96	212,285.00	SF	$ 840,648.60
TEE CONSTRUCTION				
Tee Construction	$ 0.48	228,774.00	SF	$ 110,726.62
SAND BUNKER CONSTRUCTION				
Bunker Removal (SF)	$ 1.00	94,568.00	SF	$ 94,568.00
Bunker Construction (SF)	$ 5.50	75,562.00	SF	$ 415,591.00
SEEDBED PREPARATION				
Seedbed Prep (AC)	$ 2,873.20	21.96	AC	$ 63,095.47
GRASSING				
Seed Green Surrounds	$ 0.13	46,830.00	SF	$ 6,181.56
Sod rough areas	$ 0.39	750,000	SF	$ 290,400.00
Seeding Greens (007 Bent)	$ 0.08	212,285.00	SF	$ 16,812.97
Seeding Tees (Bent)	$ 0.12	228,774.00	SF	$ 27,681.65
Seeding Rough Blend	$ 1,738.00	4.74	AC	$ 8,238.12
IRRIGATION				
Irrigation/Pump Station/Pumphouse	$ 2,000,000.00	1.00	LS	$ 2,000,000.00
			Sub-Total	**$ 4,909,884.15**
SOFT COSTS	10% of Costs		LS	$ 490,988.42
			Total	**$5,400,872.57**

Alternative 3: Greens, sand bunkers, select clearing, tee complexes, new irrigation system, wall to wall cart paths, and all proposed Oak Savanna and Oak Woodland Restoration Areas:

Item	Unit Cost	Quantity	Unit	Total
PROJECT PREPARATION				
Mobilization (LS)	$ 190,000.00	1.00	LS	$ 190,000.00
Layout/Staking	$ 2,731.52	27.00	EA	$ 73,751.04
CLEARING				
Spray and Rotovate Existing Turf (AC)	$ 2,552.00	101.58	AC	$ 259,232.16
Tee & Fairway Fumigation	$ 3,168.00	47.71	AC	$ 151,145.28
Selective Clearing (By Tree)	$ 440.00	510.00	EA	$ 224,400.00
EROSION CONTROL				
Silt Fence	$ 3.30	35,000.00	LF	$ 115,500.00
Fairway Erosion Control Blankets	$ 9,680.00	5.00	AC	$ 48,400.00
Tree Protection	$ 2.77	1,890.00	LF	$ 5,239.08
Inlet Protection	$ 97.02	94.00	EA	$ 9,119.88
Construction Entrance	$ 5,280.00	2.00	EA	$ 10,560.00
TOPSOIL MANAGEMENT				
6" Onsite - Stripping and Stockpiling (CY)	$ 2.20	79,000.00	CY	$ 173,800.00
6" Onsite - Replacement and Spreading	$ 2.99	79,000.00	CY	$ 236,368.00
BULK EARTHWORK				
Bulk Earthwork (CY)	$ 2.82	20,000.00	CY	$ 56,320.00
SHAPING				
All Feature Shaping	$ 310,000.00	1.00	EA	$ 310,000.00
GREEN CONSTRUCTION				
Greens Construction (SF)	$ 3.96	212,285.00	SF	$ 840,648.60
TEE CONSTRUCTION				
Tee Construction	$ 0.48	228,774.00	SF	$ 110,726.62
SAND BUNKER CONSTRUCTION				
Bunker Removal (SF)	$ 1.00	94,568.00	SF	$ 94,568.00
Bunker Construction (SF)	$ 5.50	75,562.00	SF	$ 415,591.00
CART PATH REMOVAL & CONSTRUCTION				
Removal of 8' Cart Path (Onsite LF)	$ 2.29	22,543.00	LF	$ 51,578.38
Removal of 14' Cart Path (Onsite LF)	$ 4.01	922.00	LF	$ 3,699.80
8' Asphalt Cart Path Const. (LF)	$ 21.60	38,300.00	LF	$ 827,433.20
12' Asphalt Cart Path Const. (LF)	$ 30.49	1,304.00	LF	$ 39,761.57
Asphalt Cart Path Turn-Arounds (SF)	$ 3.43	1,845.00	SF	$ 6,332.04
SEEDBED PREPARATION				
Seedbed Prep (AC)	$ 2,873.20	89.72	AC	$ 257,783.50
GRASSING				
Seed Green Surrounds	$ 0.13	46,830.00	SF	$ 6,181.56
Sod rough areas	$ 0.39	1,000,000	SF	$ 387,200.00
Seeding Greens (007 Bent)	$ 0.08	212,285.00	SF	$ 16,812.97
Seeding Tees (Bent)	$ 0.12	228,774.00	SF	$ 27,681.65
Seeding Fairways (Bent)	$ 2,112.00	42.46	AC	$ 89,675.52
Seeding Rough Blend	$ 1,738.00	16.30	AC	$ 28,329.40
Oak Savanna Restoration Areas	$ 2,398.00	16.20	AC	$ 38,847.60
TREE PLANTING/LANDSCAPING				
2.5" Dia. (Large & Medium Deciduous)	$ 378.40	130	EA	$ 49,040.64
IRRIGATION				
Irrigation/Pump Station/Pumphouse	$ 2,000,000.00	1.00	LS	$ 2,000,000.00
			Sub-Total	**$ 7,155,727.50**
SOFT COSTS	10% of Costs		LS	$ 715,572.75
			Total	**$ 7,871,300.25**

RICHARD MANDELL GOLF ARCHITECTURE

The RMGA Renovation Business Plan is a dynamic document that allows a golf course business to allocate any amount of funds for a renovation project with the fullest confidence, no matter what solution is implemented. The RMGA Renovation Business Plan Report includes detailed construction cost estimates ranging from a minimum scope of work to a complete re-construction. If one decides to spend as little as $10,000, as much as $10 million, or any amount in between, one can rest assured it will be money wisely spent.

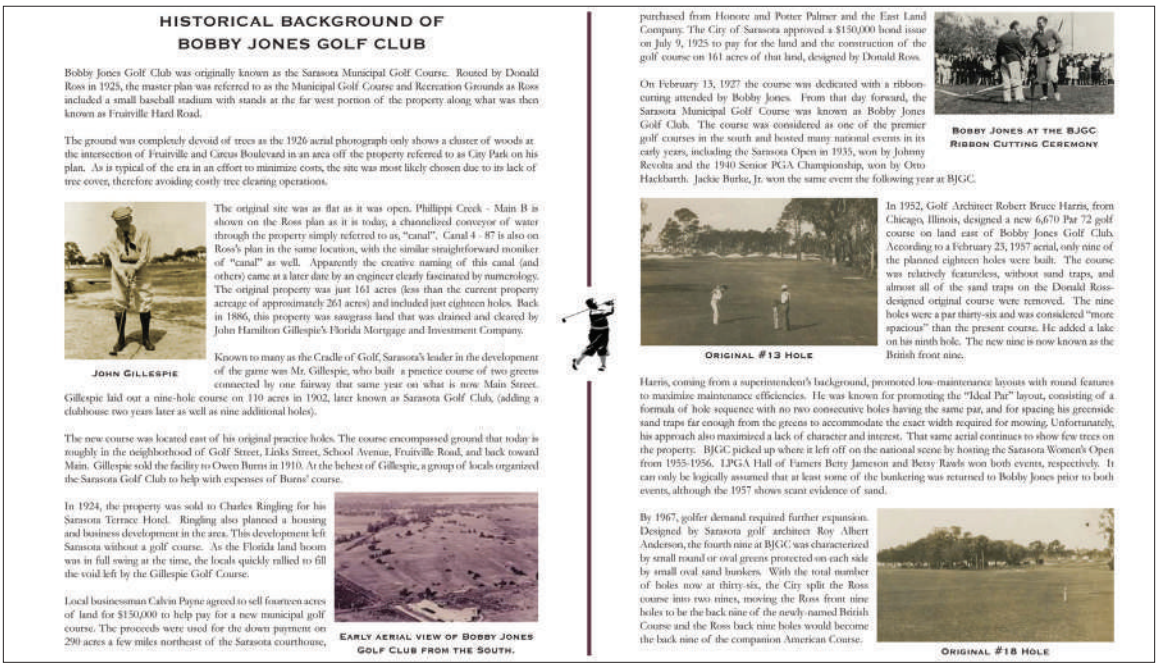
Each Renovation Business Plan Report includes discussion about the original designer of the golf course and his philosophies regarding strategy, tee design, green design, and hazard design and styles. This detailed study of the history and significance of the golf course is a standard part of the process. Additional efforts for restoration of a notable work include **in-depth research** of the history of the golf course including historical drawings, aerial photography (from multiple years), and past news reports.

RMGA's state of the art computer technology allows us to overlay historical routings and aerial photography on an existing routing to accurately locate lost features. RMGA also analyzes the historical significance and accuracy of each hole as it relates to design and maintenance. This establishes the framework for future design decisions and solutions for the golf course.

> *"Richard brought us a business plan approach that matched our priorities where others had not. He gave us the tools to bring our plan into such sharp focus it met with almost universal approval."* - Greg Scott, Director of Golf, Army Navy Country Club

RMGA's Renovation Business Plan Experience

Since Richard developed his **Renovation Business Plan** process at the turn of this century, his firm has provided a road map for twenty-nine different golf courses in eleven different states from Minnesota to Florida, including **twelve Municipal RBPs**:



HISTORICAL BACKGROUND OF
BOBBY JONES GOLF CLUB

Bobby Jones Golf Club was originally known as the Sarasota Municipal Golf Course. Routed by Donald Ross in 1925, the master plan was referred to as the Municipal Golf Course and Recreation Grounds as Ross included a small baseball stadium with stands at the far west portion of the property along what was then known as Fruitville Hard Road.

The ground was completely devoid of trees as the 1926 aerial photograph only shows a cluster of woods at the intersection of Fruitville and Circus Boulevard in an area off the property referred to as City Park on his plan. As is typical of the era in an effort to minimize costs, the site was most likely chosen due to its lack of tree cover, therefore avoiding costly tree clearing operations.

JOHN GILLESPIE

The original site was as flat as it was open. Phillippi Creek - Main B is shown on the Ross plan as it is today, a channelized conveyor of water through the property simply referred to as, "canal". Canal 4 - 87 is also on Ross's plan in the same location, with the similar straightforward moniker of "canal" as well. Apparently the creative naming of this canal (and others) came at a later date by an engineer clearly fascinated by numerology. The original property was just 161 acres (less than the current property acreage of approximately 261 acres) and included just eighteen holes. Back in 1886, this property was sawgrass land that was drained and cleared by John Hamilton Gillespie's Florida Mortgage and Investment Company.

Known to many as the Cradle of Golf, Sarasota's leader in the development of the game was Mr. Gillespie, who built a practice course of two greens connected by one fairway that same year on what is now Main Street. Gillespie laid out a nine-hole course on 110 acres in 1902, later known as Sarasota Golf Club, (adding a clubhouse two years later as well as nine additional holes).

The new course was located east of his original practice holes. The course encompassed ground that today is roughly in the neighborhood of Golf Street, Links Street, School Avenue, Fruitville Road, and back toward Main. Gillespie sold the facility to Owen Burns in 1910. At the behest of Gillespie, a group of locals organized the Sarasota Golf Club to help with expenses of Burns' course.

In 1924, the property was sold to Charles Ringling for his Sarasota Terrace Hotel. Ringling also planned a housing and business development in the area. This development left Sarasota without a golf course. As the Florida land boom was in full swing at the time, the locals quickly rallied to fill the void left by the Gillespie Golf Course.

Local businessman Calvin Payne agreed to sell fourteen acres of land for $150,000 to help pay for a new municipal golf course. The proceeds were used for the down payment on 290 acres a few miles northeast of the Sarasota courthouse,

EARLY AERIAL VIEW OF BOBBY JONES GOLF CLUB FROM THE SOUTH.

purchased from Honore and Potter Palmer and the East Land Company. The City of Sarasota approved a $150,000 bond issue on July 9, 1925 to pay for the land and the construction of the golf course on 161 acres of that land, designed by Donald Ross.

On February 13, 1927 the course was dedicated with a ribbon-cutting attended by Bobby Jones. From that day forward, the Sarasota Municipal Golf Course was known as Bobby Jones Golf Club. The course was considered as one of the premier golf courses in the south and hosted many national events in its early years, including the Sarasota Open in 1935, won by Johnny Revolta and the 1940 Senior PGA Championship, won by Otto Hackbarth. Jackie Burke, Jr. won the same event the following year at BJGC.

BOBBY JONES AT THE BJGC RIBBON CUTTING CEREMONY

ORIGINAL #13 HOLE

In 1952, Golf Architect Robert Bruce Harris, from Chicago, Illinois, designed a new 6,670 Par 72 golf course on land east of Bobby Jones Golf Club. According to a February 23, 1957 aerial, only nine of the planned eighteen holes were built. The course was relatively featureless, without sand traps, and almost all of the sand traps on the Donald Ross-designed original course were removed. The nine holes were a par thirty-six and was considered "more spacious" than the present course. He added a lake on his ninth hole. The new nine is now known as the British front nine.

Harris, coming from a superintendent's background, promoted low-maintenance layouts with round features to maximize maintenance efficiencies. He was known for promoting the "Ideal Par" layout, consisting of a formula of hole sequence with no two consecutive holes having the same par, and for spacing his greenside sand traps far enough from the greens to accommodate the exact width required for mowing. Unfortunately, his approach also maximized a lack of character and interest. That same aerial continues to show few trees on the property. BJGC picked up where it left off on the national scene by hosting the Sarasota Women's Open from 1955-1956. LPGA Hall of Famers Betty Jameson and Betsy Rawls won both events, respectively. It can only be logically assumed that at least some of the bunkering was returned to Bobby Jones prior to both events, although the 1957 shows scant evidence of sand.

By 1967, golfer demand required further expansion. Designed by Sarasota golf architect Roy Albert Anderson, the fourth nine at BJGC was characterized by small round or oval greens protected on each side by small oval sand bunkers. With the total number of holes now at thirty-six, the City split the Ross course into two nines, moving the Ross front nine holes to be the back nine of the newly-named British Course and the Ross back nine holes would become the back nine of the companion American Course.

ORIGINAL #18 HOLE

RMGA RENOVATION BUSINESS PLAN REPORT EXPERIENCE (29):

- **Rock Hill Country Club,** Rock Hill, South Carolina (2026)
- **Audubon Golf Course,** Amherst, New York (2025) - MUNICIPAL
- **Winston Lake Golf Course,** Winston-Salem, North Carolina (2024) - MUNICIPAL
- **Monroe Country Club,** Monroe, North Carolina (2022) - MUNICIPAL
- **Hampton Golf Course,** Hampton, Virginia (2021) - MUNICIPAL
- **Woodlands Golf Course,** Hampton, Virginia (2021) - MUNICIPAL
- **Kennedy Golf Course,** Denver, Colorado (2021) - MUNICIPAL
- **Oconomowoc Golf Club,** Oconomowoc, Wisconsin (2020).
- **Tanglewood Park Reynolds Course**, Clemmons, N.C. (2018) - MUNICIPAL
- **Methodist University Golf Course**, Fayetteville, North Carolina (2017).
- **Isla Del Sol Yacht & Country Club,** St. Petersburg, Florida (2017).
- **Bobby Jones Golf Club** in Sarasota, Florida (2017) - MUNICIPAL
- **Beechmont Country Club** in Cleveland, Ohio (2017).
- **Braemar Golf Course** in Edina, Minnesota (2015) - MUNICIPAL
- **Lake Forest Country Club** in Hudson, Ohio (2015).
- **Keowee Key Golf & Country Club** in Salem, South Carolina (2015).
- **Hyannis Golf Course** in Barnstable, Massachusetts (2014) - MUNICIPAL
- **Myers Park Country Club** in Charlotte, North Carolina (2014).
- **Southern Pines Golf Club,** Southern Pines, North Carolina (2014)
- **Jamestown Park Golf Course,** Jamestown, North Carolina (2010) - MUNICIPAL
- **Chantilly National Golf & Country Club** in Chantilly, Virginia (2007).
- **Waterfront Country Club** in Moneta, Virginia (2006).
- **Westlake Country Club** in Hardy, Virginia (2006).
- **Highland Country Club** in Fayetteville, North Carolina (2006).
- **Water's Edge Country Club** in Penhook, Virginia (2005).
- **Raleigh Country Club** in Raleigh, North Carolina (2005).
- **Erie Golf Course** in Erie, Pennsylvania (2005) - MUNICIPAL
- **Army Navy Country Club** in Arlington, Virginia (2004).
- **Army Navy Country Club** in Fairfax, Virginia (2004).

RICHARD MANDELL, PRESIDENT
GOLF COURSE ARCHITECT

ASGCA Regular Member #259 (since 2012)

Florida Landscape Architect #6667471
Minnesota Landscape Architect #54483
North Carolina Landscape Architect #1169
South Carolina Landscape Architect #751
Certified Arborist (2008)

Bachelors of Landscape Architecture,
University of Georgia 1990

PROFESSIONAL EXPERIENCE WITH FIRM (SELECT PROJECTS):

Golf Course Architect/Project Manager (partial List):
(Responsibilities include site planning, golf course design, environmental compliance, construction management)

- Army-Navy Country Club (54 hole renovation) Washington, D.C.
- Country Club of Asheville (Donald Ross Restoration), Asheville, NC
- Cranberry Valley Golf Course (short course), Harwich, Massachusetts
- Bacon Park Golf Course (Donald Ross Municipal Restoration), Savannah, GA
- Beechmont Country Club (Phased Restoration and RBP), Cleveland, Ohio
- Blue Heron Golf Course (18 hole Municipal golf course), Stevensville, MD
- Bobby Jones Golf Club (Donald Ross Municipal Restoration), Sarasota, FL
- Braemar Golf Course (new 18 hole municipal course), Edina, Minnesota
- Creekside Golf & Country Club (18 hole golf course), Hiram, Georgia
- Darlington Country Club (18 hole golf course), Darlington, South Carolina
- The Easton Club (new 18 hole golf course), Easton, Maryland
- Erie Golf Course (A. W. Tillinghast municipal renovation), City of Erie, PA.
- Greenfields Golf Park (18 hole golf course), Berlin, Maryland
- Hamptons and Woodlands Golf Courses (RBP) in Hampton, Virginia
- Hollywood Beach Golf Course (18 hole renovation), Hollywood, Florida
- Hyannis Golf Course (Municipal Renovation Business Plan) Barnstable, MA
- Isla Del Sol Yacht & Country Club (phased renovations), St. Petersburg, FL
- Keller Golf Course, (18 hole municipal renovation), St. Paul, Minnesota
- Kennedy Golf Course, (27 hole municipal renovation), Denver, Colorado
- Keowee Key Golf & Country Club (18 hole renovation), Salem, South Carolina
- Monroe Country Club (Donald Ross Municipal Restoration), Monroe, NC
- Myers Park Country Club (Donald Ross Restoration) Charlotte, NC
- Oconomowoc Golf Club. (Donald Ross RBP), Oconomowoc, Wisconsin
- Orangeburg Country Club (18 hole renovation), Orangeburg, South Carolina
- Raleigh Country Club (Donald Ross renovation), Raleigh, North Carolina
- Reserve Golf Club (Bunker renovation), Pawleys Island, South Carolina
- Seaford Golf & Country Club (9 hole addition), Seaford, Delaware
- Tanglewood Park (municipal bunker restoration), Clemmons, North Carolina
- Water's Edge Country Club (18-hole complete renovation), Penhook, Virginia

RELATED PROFESSIONAL EXPERIENCE:

Author, Principles of Golf Architecture (2022)

Author, Pinehurst ~ Home of American Golf (The Evolution of a Legend), 2007 International Network of Golf Book of the Year

Author, Golf Architecture: A Worldwide Perspective and Favourite Holes by Design: The Architect's Choice.

Independent Writer, focusing upon Golf Course Architecture, providing exposure and insight into architectural doctrines and principles, past and present. His articles have appeared in Golf Illustrated Magazine, Links Magazine: The Best of Golf, GolfInc. Magazine, Golf Course Architecture Magazine.

2010 - 2015
Originator, Symposium On Affordable Golf - An annual two-day conference started in 2010, The **Symposium On Affordable Golf** raises awareness and understanding of the challenges of the golf industry through open discussion, exchange of ideas and highlighting successes that promote the health and sustainability of the game of golf.

2008-2012
Blog Content Provider, Golf Today: Its Players Events and Playing Fields, Washington Times. com Communities.

1997 - 2015
Visiting Instructor, North Carolina State University, PRT 412: Special Topics in Golf Course Design. Richard teaches a full semester course on the basics of golf course design for The Parks, Recreation, and Tourism Department for North Carolina State University. The course covers history, the business of golf, construction, real estate golf, the environment, renovation, etc. Prior to 2007, the class was taught in the Landscape Architecture Department.

1992
Design Associate, Denis Griffiths & Associates, Braselton, Ga.
Areas of concentration: Golf Course Design, Construction Document Preparation, Marketing, Renovation Consultation, Earthwork Volumes Analysis, Construction Management, Feasibility Studies, Strategy Development.

1990 - 1992
Design Associate, Dan Maples Design, Inc., Pinehurst, N.C.
Areas of concentration: Contract Preparation, Job Costing, Golf Course Routing, Construction Document Preparation, Earthwork Volumes Analysis, Construction Management, Feasibility Studies, Strategy and Design Development.

OTHER:

Alumni President, UGA School of Environmental Design, 1997-1998, 2004-2006
Member, International Society of Arborists
Member, USGA Museum Committee, 2018-2022
Member, Boardroom Magazine Distinguished Golf Destinations Nomination Committee

PATRICK GAINER
DESIGN ASSOCIATE

Bachelors of Landscape Architecture
University of Illinois at Urbana - Champaign, 2020

PROFESSIONAL EXPERIENCE WITH FIRM:

Design Associate:

Responsibilities include Design Development, Bid and Construction Administration, Construction Document Preparation, Marketing, Business Development, Presentation Graphics, Website Maintenance.

- Audubon Golf Course in Amherst, New York
- Bobby Jones Golf Course in Sarasota, Florida
- Cranberry Valley Golf Course in Harwich, Massachusetts
- Darlington Country Club in Darlington, South Carolina
- First Tee of the Sandhills in Cameron, North Carolina
- Hamptons and Woodlands Golf Courses in Hampton, Virginia
- Hollywood Beach Golf Club in Hollywood, Florida
- Isla Del Sol Yacht & Country Club in St. Petersburg, Florida
- Kennedy Golf Course in Denver, Colorado
- Keowee Key Golf & Country Club in Salem, South Carolina
- Monroe Country Club in Monroe, North Carolina
- Myers Park Country Club in Charlotte, North Carolina
- Oconomowoc Golf Club in Oconomowoc, Wisconsin
- Winston Lake Golf Course in Winston-Salem, North Carolina

RELATED PROFESSIONAL EXPERIENCE:

2019 - 2020, **Assistant Project Manager, Wadsworth Golf Construction Company**
Responsibilities include layout of fairway drainage, bunker drainage, grassing lines, cart paths,and tees; Check and adjust grades for drainage purposes; Grid and modify greens to suit architects design; Record daily as-builts using GPS; Manage and oversee small construction crews.

2019 - 2020, Designer**, Tim Liddy & Associates**
Responsibilities include As-built drawings of on-site drainage; Construction documentation including grading and clearing plans as well as construction details.

2018, Designer, **Wingreen Landscape**
Responsibilities include generation of models for potential and ongoing projects; Cost estimating; Base map preparation; Plan Renderings: Construction details and perspectives; Tree surveys; Ordering and organization of plant material, seating, and park equipment.

MARC BURGER
CONSTRUCTION SPECIALIST
GOLF COURSE SHAPER
PROJECT SITE REPRESENTATIVE

Bachelors of Science in Landscape Design
SUNY-Cobleskill, 1984

Bachelors of Landscape Architecture
University of Georgia, 1988

PROFESSIONAL EXPERIENCE WITH RMGA AS SHAPER/PROJECT REPRESENTATIVE:

- Bacon Park Golf Course in Savannah, Georgia (Donald Ross Original)
- Bobby Jones Golf Course in Sarasota, Florida (Donald Ross Original)
- Braemar Golf Course in Edina, Minnesota (new construction)
- Country Club of Asheville in Asheville, North Carolina (Donald Ross Original)
- Orangeburg Country Club in Orangeburg, South Carolina

RELATED PROFESSIONAL EXPERIENCE:

1992 - 2006, Independent Shaper for Medalist Golf, Landscapes Unlimited, Wadsworth Golf

2007 - 2009, Project Manager and Shaper, Course Doctors

2010 - Present, Independent Shaper for Medalist Golf, Landscapes Unlimited, Wadsworth Golf

SELECT GOLF COURSE PROJECT EXPERIENCE:

- Trump National at Bedminster, Bedminster, New Jersey (renovation)
- Kingsmill Golf Club, Williamsburg, Virginia (renovation)
- The Ocean Course at Sea Pines, Hilton Head, South Carolina (renovation)
- Palm Beach Polo and Country Club, Wellington, Florida (new construction)
- Bluejack National, Montgomery, Texas (new construction)
- El Cardonal, Cabo San Lucas (new construction)
- Caledonia Golf and Fish Club, Pawleys Island, S. C. (new construction)

DANNY PEACOCK
CONSTRUCTION SPECIALIST
GOLF COURSE SHAPER
PROJECT SITE REPRESENTATIVE

PROFESSIONAL EXPERIENCE WITH RMGA AS SHAPER/PROJECT REPRESENTATIVE:

- Bobby Jones Golf Course in Sarasota, Florida (Donald Ross Original)
- The Gillespie Course in Sarasota, Florida
- Hollywood Beach Golf Club, Hollywood, Florida

RELATED PROFESSIONAL EXPERIENCE:

2014 - Present, Independent Shaper for QGS Development, South Florida Renovations, Country Club Services.

1993 - 2013, Golf Course Shaper, Ryan Golf

SELECT GOLF COURSE PROJECT EXPERIENCE:

- Ballenisles C. C. Championship Course, West Palm Beach, Florida (renovation)
- Heritage Hunt Golf & Country Club, Gainesville, Virginia (new construction)
- Hole-In-The-Wall Golf Club, Naples, Florida (renovation)
- Lakewood National Golf Club 1 & 2, Bradenton, Florida (new construction)
- Lowes Island Club, Sterling, Virginia (new construction)
- Mirasol Country Club, West Palm Beach, Florida (new construction)
- The Old Collier Club, Naples, Florida (renovation)

Golf Course Project References (partial list)

Army-Navy Country Club in Washington, D.C.

2011 - Builders Excellence Legacy Award: Renovation of the Year (Arlington)

Development of a Renovation Business Plan for 54 holes at two different sites and a five-year phased renovation project. Construction budget: $13,000,000.00. Contact: Mr. Greg Scott, Director of Golf (Retired), Army-Navy Country Club, (703) 979-5826.

Bacon Park Golf Course in Savannah, Georgia

2016 - GolfInc. Municipal Renovation of the Year Award & Best In Show

Restoration of original Donald Ross eighteen-hole golf course. Re-design of additional nine greens, Scope of work includes construction documents and construction administration. Construction costs: $2,600,000.00. Contact: Mr. O.C. Welch, (912) 713-9907.

Blue Heron Golf Course in Stevensville, Maryland

One of Top 10 Short Courses in America - Golf Range Magazine

Master planning, golf course design, preparation of construction documents, bid administration, and construction administration of an eighteen hole municipal golf course for Queen Anne's County, Maryland. Construction cost: $2,500,000.00. Contact: Mr. Greg Todd, Queen Anne's County Parks and Recreation Department, (410) 758-4098, x. 2013.

Bobby Jones Golf Course in Sarasota, Florida

Restoration of 18-hole Donald Ross course, new adjustable nine-hole short course, driving range and short game area, 100-acre regional park, lawn bowling facility, wayfinding system, and signage. Construction cost: $13,700,000.00. Contact: Mr. Jerry Fogle, Parks and Recreation Director, (941) 954-4182, ext. 3310, Jerry.Fogle@sarasotafl.gov

Braemar Golf Course in Edina, Minnesota

2019 – ASGCA Design Excellence Award

Development and preparation of a Renovation Business Plan and Tree Management Plan for City of Edina, Minnesota led to new 18-hole golf course. Scope included full golf architectural services, shaping, and project management of the golf course and a lawn bowling facility. Cost: $5,4000,000.00. Contact: Mr. Joseph Abood, General Manager, Braemar Golf Course, 6364 John Harris Drive, Edina, MN 55439, (952) 903-5754, jabood@EdinaMN.gov.

Country Club of Asheville in Asheville, North Carolina

2017 - GolfInc. Private Renovation of the Year Honorable Mention

Complete restoration of original Donald Ross eighteen-hole championship golf course. Scope of work includes tee complexes, all green complexes, cart path, sand bunkers, driving range, short-game area. Construction costs: $2,500,000.00 Contact: Mr. Michael Shoun, Vice President of Maintenance, McConnell Golf, (919) 231-6308, raleighcc@bellsouth.net.

Cranberry Valley Short Course in Harwich, Massachusetts

New nine-hole short course and Himalayas putting green. Construction budget: TBD. Contact: Mr. Roman Greer, Director of Golf, 183 Oak St #1933, Harwich, MA 02645, (401) 575-0805, rgreer@harwich-ma.gov.

Creekside Golf & Country Club in Hiram, Georgia

Golf Digest - Best New Course Nominee 2000; Georgia Golf News - Best Course Candidate 2000

Master planning, golf course design, preparation of construction documents, permit assistance, and construction administration for a new eighteen-hole golf course and residential development. Construction costs: $3,000,000.00 Contact: Mr. Jeff Clancy, (770) 445-7655.

Darlington Country Club in Darlington, South Carolina

Renovation of a variety of golf holes behind clubhouse, including the creation of a 38,000 square foot Himalayas green which includes the new #18 green. Preparation of a Sandy Waste Area Master Plan, construction documents and construction oversight of new features. Construction costs: $965,000.00 Contact: Mr. Tim Huntley, (843) 616-1934.

The Easton Club in Easton, Maryland

Home of the Golf Society Tour's Easton Invitational

Master planning, golf course design, preparation of construction documents, permitting, project management, environmental evaluation for a new eighteen hole golf course and residential development. Construction costs: $5,000,000.00 Contact: Nick Rocks, (703)556-4000.

Erie Golf Course in Erie, Pennsylvania

Master plan renovation of eighteen-hole A. W. Tillinghast golf course for City of Erie, Pennsylvania. First two of four phases included construction of new golf holes, re-routing of existing golf holes and complete re-construction of golf course features of other holes. Construction costs: $1,420,000.00 Contact: Mr. Jim Casella, Deputy Director of Public Works, (814) 572-4817.

Hollywood Beach Golf Course, Hollywood, Florida

Restoration of 1922 eighteen-hole municipal golf course. Scope of work includes all golf course architecture, landscape architecture, and arborist services for golf course, new clubhouse, and walking trail surrounding property. Construction budget: $10,800,000.00. Contact: Ms. Elisa Iglesias, Project Manager, (954) 921-3410.

Isla Del Sol Yacht & Country Club in St. Petersburg, Florida

Development and preparation of a Renovation Business Plan for a private country club in St. Petersburg, Florida. Tee, green complex, and practice facility renovations phased over a five-year period. Construction cost: $2,000,000. Contact: Mr. Kevin Sunderman, Golf Course Superintendent, (941) 447-5113.

Keller Golf Course in St. Paul, Minnesota

2014 - Golf Magazine Renovation of the Year - Municipal

Complete renovation of eighteen hole municipal golf course (home of numerous professional events including 1932 & 1954 PGA Championships). Scope of work includes preparation of construction documents and construction administration. Estimated construction costs: $5,000,000.00. Contact: Mr. Kevin Finley, Ramsey County Parks and Recreation, (651) 748-2500.

Keowee Key Golf & Country Club in Salem, South Carolina

Greens renovation project for an eighteen-hole private club in 2006. Project includes renovation of two holes. Construction costs: $1,700,000.00. Complete tee complex, drainage, bunker renovation, and re-grassing project in 2018. Scope of services includes preparation of construction documents, bid administration, and securing of permits from the State DEQ and the Army Corps of Engineers. Construction costs: $4,400,000.00. Contact: Mr. Kevin McCracken, KKPOA, (864) 944-2312.

Lake Forest Country Club in Hudson, Ohio

Development and preparation of a Renovation Business Plan and Tree Management Plan for an 18 - hole Tom Bendelow golf course. Additional tees, fairway bunker restoration, and fairway widening project in 2019. Construction costs: $685,000.00. Contact: Mr. Tom Bolon, Golf Course Superintendent, (330) 289 - 4715.

Monroe Country Club in Monroe, North Carolina

Renovation Business Plan in 2022 after completion of a bunker renovation of an original Donald Ross municipal golf course in 2005. Scope of services includes creation of an overall Sand Bunker Renovation Plan, detailed construction drawings for each sand bunker, and construction administration in two phases. Construction costs: $140,000.00. Contact: Mr. Matthew Bunch, General Manager, (704) 361-1720, P. O. Box 13, Monroe, NC 28111-0013.

Myers Park Country Club in Charlotte, North Carolina

2017 - GolfInc. Private Renovation of the Year Honorable Mention

Hired in 2013 as Architect of Record of an original Donald Ross golf course. Sand bunker restoration project included assorted tees and greens complexes and new practice facility. Construction costs: $1,512,000.00. Contact: Mr. Michael Teague, Greens Chairman, (704) 534-1151.

Orangeburg Country Club in Orangeburg, South Carolina

2015 - South Carolina Golf Raters Panel Most Improved Course (of the past ten years) in the Midlands

Complete restoration of original Ellis Maples 18-hole championship golf course. Scope of work includes tee complexes, green complexes, cart path, fairway bunkers, new driving range and 2.3 acre short-game area. Construction costs: $2,537,000.00. Contact: Mr. David Lackey, (704) 577-0226.

The Reserve Golf Club in Pawleys Island, South Carolina

2011 - GolfInc. Renovation of the Year 3rd Place (under $1 million)

2015 - South Carolina Golf Raters Panel Most Improved Course (of the past ten years) in the Grand Strand

Sand bunker and grass hollow redesign of Greg Norman golf course. Scope of services include construction drawings and twice-weekly site visits. Construction costs: $450,000.00 Contact: Mr. Michael Shoun, Vice President of Maintenance, McConnell Golf, (919) 231-6308.

Seaford Golf & Country Club in Seaford, Delaware

1996 DuPont North America Safety, Health, & Environment Excellence Award

Master planning and golf course design of nine-hole addition to an existing 9-hole private golf club. Services include construction documents, complete civil engineering, environmental consultation, and construction administration. Construction costs: $2,000,000.00. Contact: Mr. Donald Dickerson, G.M., Seaford Golf & Country Club, (302) 629-9064.

Water's Edge Country Club in Penhook, Virginia

2009 - Builders Excellence Legacy Award: Renovation of the Year

2009 - GolfInc. Private Course Renovation of the Year Runner-Up

Complete renovation of eighteen-hole golf course and practice facility. Construction budget: $3,500,000.00. Future work includes master plans for two additional eighteen-hole courses in the Smith Mountain Lake area of Virginia. Construction costs: $5,000,000.00. Contact: Mr. Ron Willard II, The Willard Companies, (540) 721-5288.

Mayor Liz Alpert

Vice Mayor Jen Ahearn-Koch

Commissioner Kyle Battie

Commissioner Erik Arroyo

Commissioner Debbie Trice

CITY OF SARASOTA

1565 1st Street
Sarasota, Florida 34236
941-263-6000

Marlon Brown
City Manager

Shayla Griggs
City Auditor and Clerk

Robert Fournier
City Attorney

January 16, 2024

Richard Mandell
2208 Midland Road
Pinehurst, NC 28374

Dear Mr. Mandell,

On behalf of the City Commission, and the residents of the City of Sarasota, I extend our heartfelt gratitude for your exceptional contribution to the restoration of Bobby Jones Golf Club. The grand reopening celebration on December 15, 2023, marked a momentous occasion for our community. Your dedication and expertise have played a pivotal role in transforming this historic municipal golf course into a masterpiece that will undoubtedly leave a lasting impact on the community.

The features of the golf complex, including the restored 18-hole Donald Ross-designed course and the renewed 9-hole adjustable Gillespie Course, showcase your commitment to preserving the legacy of Donald Ross while introducing innovative elements to enhance the overall golfing experience.

Furthermore, the incorporation of "Ross tees" for those seeking to experience the golf course as Donald Ross originally planned adds a unique and historical dimension to the Bobby Jones experience. This thoughtful touch enhances the authenticity of the course and allows players to connect with the rich history of this remarkable golfing destination.

One of the most remarkable aspects of the Bobby Jones Golf Club project is the incorporation of wetlands within the golf course for the treatment of water entering and leaving the property. The creation of nearly 20 acres of wetlands, along with the installation of nutrient-filtering aquatic plants, has significantly contributed to improving water quality, benefiting not only the golf course but the entire community.

The revitalized Bobby Jones Golf Club is poised to become a community treasure, offering a blend of history, innovation, and inclusivity. Thank you for your outstanding work, commitment, and passion. We look forward to the continued success of Bobby Jones Golf Club and the positive influence it will have on golfers and the community for generations to come.

Sincerely,

Marlon Brown
City Manager

July 29, 2016

To whom it may concern,

It is a pleasure to have an opportunity to write a letter of recommendation for Richard Mandell. I have had the pleasure of working with Richard for the past two years on a master plan of Braemar Golf Course and the subsequent bidding and construction documents and project bidding. We will be starting construction in October of this year.

Richard was selected after a rigorous application and interview process for the City of Edina and Braemar Golf Course. After his selection, Richard completed a significant public process to inform his planning. He worked with staff and a task force to narrow many course design options down to five and then prepared a detailed renovation business plan so that we could make educated decisions for the future of our golf enterprise.

Richard has been responsive and thorough and has performed expertly with staff, task force, the Park Board and City Council. He quickly earned the respect of our task force and worked closely with this diverse group of residents to reach consensus. Richard's approach to golf course design, especially his tee shot distance equity and environmental focus have been highlights of our process and of our final design. He has proven his expertise in design as well as his understanding of the needs of the game of golf in order for our enterprise to be successful for this decade and many in the future. Richard provided a detailed cost estimate of each of the five design options and the estimates were solid. The project came in under budget and we were able to add several project alternates into the final approved project scope.

We look forward to entering the construction phase of our process and know that Richard will continue to provide the expert direction that he has to date.

If I can be of any further assistance, please don't hesitate to contact me directly.

Sincerely,

Ann Kattreh
Parks & Recreation Director
akattreh@edinamn.gov
952-826-0430

Parks and Recreation Department

County of Forsyth

Michael Ander
Director

TO: WHOM IT MAY CONCERN

It is indeed a pleasure for me to give my recommendation to Richard Mandell and the staff of Richard Mandell Golf Architecture (RMGA).

Forsyth County (NC) Parks and Recreation and I had the extreme enjoyment of working with one of the premier golf course architects in the United States in 2018 at Tanglewood Park.

Richard Mandell was selected from a wide field of golf course architects for our recent project due to his desire to produce a quality product for the Tanglewood Park Championship course, all the while keeping the historical design intent of the Robert Trent Jones Sr. designed course intact. It was the passion for the history of golf architecture worldwide, how that history worked with our design requirements, and the attention to detail throughout the design and construction process that combined to produce a superb end product.

Richard Mandell was able to effectively coordinate with both members and staff to gather input to assist his design. Richard Mandell was flexible where flexibility was needed throughout the entire project but always stayed true to the initial design intent of the project.

Richard Mandell's skills and abilities in my opinion are unsurpassed. It is without any hesitancy that I would recommend Richard Mandell and the staff of Richard Mandell Golf Architecture (RMGA) for your firm or project.

Sincerely,

Christopher S. Weavil
Assistant Director of Operations
Forsyth County Parks and Recreation

Parks and Recreation Department
2015 North Van Dyke Street
Maplewood, MN 55109-3796

Tel: 651-748-2500
Fax: 651-748-2508
www.co.ramsey.mn.us

August 12, 2014

To Whom it May Concern:

Richard Mandell was hired by Ramsey County Parks and Recreation to renovate our historic Keller Golf Course in Maplewood, MN. We based our selection of Richard on his unique experiences renovating historically significant golf courses. He approached the assignment by thoroughly researching the design history of Keller Golf Course using archived aerial photography and ground shots taken during the original construction. To understand the perspectives of Keller golfers he walked the course with various groups, probing their views of desirable improvements and untouchable features.

Based on this reconnaissance he formulated renovation design options that were presented to the Keller Design Team for review and critique. Throughout this process he was open to suggestions, used multi-media graphics to illustrate alternatives, but remained tactfully firm on elements he felt were critical to the success of the project. Ultimately his design honored the traditions of Keller, addressed safety concerns, improved the quality and established a new standard of excellence for a public golf course. After 21 months of renovations, Keller Golf Course reopened in July, 2014 and has been booked solid every day since. Golfers remark, "It's the Keller Golf Course we've loved, but better!"

We were extremely pleased with the quality of work provided by Richard Mandell. Please do not hesitate to contact me at 651-748-2500 if you have any questions.

Sincerely,

Jon Oyanagi
Parks and Recreation Director

Greg Mack
Former Parks and Recreation Director

Mr. Richard Mandell
Richard Mandell Golf Architecture
2208 Midland Road
Pinehurst, N.C. 28374

May 21, 2016

Dear Richard:

I wanted to take the time to thank you once again for the wonderful design job you did at Bacon Park Golf Course here in Savannah. As you know, Bacon Park is a special place for me. I did not move ahead with this project without first being sure that I had the right team in place to restore the original Donald Ross course to what I remember it as when I grew up there. Your place on that team was key to achieving my vision from the start.

You did a great job in taking the original Ross drawings and blending them with my specific goals for the golf course. The greens are a particular joy to play and you were able to give them the character I was hoping for in our discussions. I thank you for your continued guidance throughout the project and your willingness to be on site on a weekly basis. In particular, I appreciate your attention when I brought up a concern or idea as well as your willingness to implement those ideas.

Thank you also for working hard to preserve our construction budget and maximize the work the contractors performed. The golfers have truly enjoyed the air you have breathed back into Bacon Park since it re-opened last fall. We have been very successful so far. Thanks once again for your assistance.

Regards,

O. C. Welch

O.C. Welch
O.C. Welch Golf Properties

O.C. Welch Golf Properties (Bacon Park)
1 Shorty Cooper Drive, Savannah, GA 31406

Richard E. Filippi, Mayor

October 19, 2005

Mr. Richard Mandell
P.O. Box 1119
Pinehurst, NC 28370

Dear Mr. Mandell:

The City of Erie was searching for an architect to renovate one of its three public golf courses and we were fortunate enough to have chosen you as the architect who designed the plans for the renovated Erie Golf Club located at 6050 Old Zuck Road in Erie, Pennsylvania. James Casella, my assistant director of Public Works, Property and Parks and I had always heard good things about you and upon working with you in person, we were instantly impressed by your professional manner and your overwhelming desire to use innovative ideas in design and make use of existing topography to redesign a first class golf course.

Your concept for the 9-hole golf course renovation was excellent and it far exceeded my expectations making it worth every penny of the 1 million 400,000 dollars the City of Erie spent on the course. The project came in on budget, on deadline and there were no problems between you and the contractor concerning the construction drawings. Everything was so precise. You were so personable, easy to work with, flexible to our needs, reliable and dependable and you made many site visits to oversee the project's progress.

You had a challenging task with the Erie Golf Club because it was originally designed by A.W. Tillinghast and you needed to incorporate the feeling of the pre-existing design with nine new holes that needed to be renovated, yet still had to keep the Tillinghast design consistent with the rest of the course. You made use of the existing topography of the land without the need to have the City purchase additional soil to redesign these holes. Your innovative ideas in design and your creative problem-solving abilities using pre-existing grass, soil and top soil all combined to produce substantial cost savings to the City of Erie.

In closing, thank you for all you have done to renovate the Erie Golf Club and I would not hesitate to highly recommend you for any and all architectural jobs in the future. If you ever need any assistance or a recommendation for future work, please feel free to contact me at your earliest convenience at 814-870-1204.

Sincerely,

Mayor Richard E. Filippi
REF/mb

Rich
Great job!

The City of Erie

SEAL OF THE CITY OF ERIE INCORPORATED APRIL 14, 1851 PENNSYLVANIA

Office of the Mayor
626 State Street Room 500 ~ Erie PA 16501-1128
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Sports Illustrated

On Course: Four Architects You'll Be Hearing More About

In a new monthly column, Morning Read's Joe Passov identifies Jeff Danner, Agustin Piza, Jason Straka and Richard Mandell as course designers to put on your radar in 2022, plus other news and reviews.

JOE PASSOV JAN 24, 2022 4:04 PM EST

In 2019, while speaking to the American Society of Golf Course Architects at their annual meeting, I remarked, "OK, I get that folks love Bill Coore and Ben Crenshaw and their courses. Who doesn't love Bill Coore and Ben Crenshaw and their courses? I know I do. But there are so many architects out there who do such good work and who simply don't get the positive attention they deserve from print, digital and social media."

Let me try to right that wrong. I still believe Coore and Crenshaw are terrific. So are Gil Hanse and David McLay Kidd, as well as the old guard of Tom Fazio, Robert Trent Jones Jr. and his brother Rees. Many other architects, however, are making serious noise in the profession. Here are four emerging architects that are poised for a breakthrough in 2022.

Richard Mandell

I first encountered Richard Mandell in 1992, when he authored an architecture story for a magazine where I was an editor. We finally met in 1997 and finally played golf together in 2014 at Tulsa Country Club, an A.W. Tillinghast design. The fire for all things design burned as intensely that day as it did 22 years prior. Eight more years hence, Mandell is still writing and is at the peak of his design powers. He's climbed to join the ranks of the most respected renovation and restoration artists, primarily for three simple reasons: 1, He has vast experience; 2, he does consistently good work; and 3, the work comes in on time and on budget.

Richard Mandell's work at Keller Golf Course won Golf Magazine's 2014 Municipal Renovation of the Year. Keller Golf Course

After an apprenticeship under two ASGCA past presidents, in 1992 Mandell formed his own firm, which, seven years later, morphed into the Richard Mandell Golf Architecture in Pinehurst, N.C. He formed and helmed the Symposium on Affordable Golf in 2010 and led that effort for six years, with seminars that touched on restoring the joy and simplicity to the game that had seen a deplorable excess of spending. In 2013, he published a lavish, well-received book, The Legendary Evolution of Pinehurst. *Golf Inc.* magazine named him one of its 15 most influential architects in 2011.

Oconomowoc Golf Club's grass hollow next to the 5th green.

In 2014, his restoration of two-time PGA Championship site Keller Golf Course in Minnesota won *Golf* magazine's Municipal Renovation of the Year. In all, Mandell has contributed to more than 60 original and renovation design projects in 13 states and China. So, Mandell is not poised to be an overnight sensation. He simply deserves a bit more ink, given what he's achieved over 30 years.

"It may be that I got pigeonholed as the 'affordable' guy," Mandell said. "I know that one way our firm is distinguished from others is that we excel in creating something out of nothing, where most people just don't see a solution. I just happen to believe in really good cost control. We thrive on coming up with solutions that are just as effective as expensive solutions. That calls for creativity."

Darlington Coutry Club's 18th green and practice green.

Why 2022 will be a breakout year: Mandell's latest book, *Principles of Golf Architecture* will be published in late May. What will distinguish this book is that he will define the classic elements of design in art — line, form, shape, color, texture, etc. — and show how they apply to golf architecture.

In the field, Mandell will begin construction on the Bobby Jones Golf Complex in Sarasota, Fla., restoring Donald Ross features to Ross' original 18 holes, and ensuring it no longer floods. His firm will also re-tool a nine-hole adjustable short course on 25 acres adjacent to the site. The course will involve nine separate greens and a variety of tee boxes that can create different routings on different days. Also on tap is a restoration of an early Ross course in Wisconsin, Oconomowoc Country Club, which Mandell says is on great land with a great routing; a third project at another Golden Ager, Florida's Hollywood Beach Golf Club; and a fourth at Kennedy Golf Course for the city of Denver.

THE PILOT

BoardRoom Magazine Names Mandell Golf Course Architect of the Year

BY LAURA DOUGLASS | Staff Writer Jan 23, 2018

He may not be a household name, but Pinehurst-based golf architect Rich Mandell has built an impressive portfolio of work over the last quarter century. Described as the 'consummate professional,' Mandell was recently named 2017 Golf Architect of the Year by BoardRoom Magazine.

"The BoardRoom Awards are the only awards in the private club industry that recognize private clubs' business partners, and every year we see increasing innovation, achievement, a vision and dedication from BoardRoom Award recipients," said John Fornaro, publisher of BoardRoom Magazine, the official publication for the Association of Private Club Directors (APCD) and their clubs. "And of course, private clubs are the beneficiary of outstanding work. Clearly each and every one of them is the leader in their respective field and we're absolutely delighted to recognize their contributions."

BoardRoom magazine is the only publication of its kind that is designed to educate the boards of directors, owners, general managers and department heads of private golf, city, yacht, tennis and country clubs about issues concerning all aspects of the club, golf course management and operations. BoardRoom's Excellence in Achievement are the only awards in the private club industry that recognize private clubs' business partners.

Mandell was also recognized this year by Golf Inc. with an honorable mention for Private Renovation of the Year. In 2016, he was recognized for his work with a Donald Ross-design restoration at Bacon Park Golf Course in Savannah, Georgia, by Golf Inc., with the Municipal Renovation of the Year and Best In Show awards. And in 2015, Golf Inc. recognized Mandell for its Municipal Renovation of the Year, for his work with Keller Golf Course in St. Paul, Minnesota. The same project also won Renovation of the Year honors in Golf magazine.

Since forming his company, Richard Mandell Golf Architecture, in 1992, he has worked on more than 70 golf course projects, including restoration of several Donald Ross courses. Mandell is currently wrapping up construction of one of only a handful of new construction projects in the United States, a municipal course in the city of Edina, Minnesota.

Another key project he is currently building is a tee and fairway redesign for Keowee Golf & Country Club in Salem, South Carolina, where he redesigned the greens complexes back in 2006. Mandell will also break ground this May on a bunker restoration project at Robert Trent Jones' Tanglewood Golf Park's championship course in collaboration with the office of RTJ II. Mandell's philosophy of golf architecture is to balance inspiration with practicality, and weaves in the four tenets of tradition, enjoyment, character and passion into each of his projects.

The 17th Hole at the new Braremar Golf Course in Edina, Minnesota.

"The golf business went through a recession in 2008, but we were not affected. Our business has gotten better every year because, frankly, the work we are doing is the way the golf business should have been going," Mandell said. "People spent a lot of money on aesthetics and conditioning of the course, but there were not focused on fun, enjoyment and strategy."

"It is pretty easy to make a course difficult, and the trend was the more difficult the better. That was a trend we never followed," he added. "We want our designs to be challenging but not difficult. 'Difficult' is one of the factors why the golf industry is declining."

In particular he avoids course design that penalizes the golfer for poor shots, but does not challenge the play strategically. For example, he will place a hazard in the middle of the fairway — rather than down the sides — which gives a golfer four different options for where to aim their ball.

"We give them more choices. You are rewarded for taking a certain route on the golf course instead of penalized to stay out of trouble," he said. Mandell said his designs also keep pace of play in mind.

"People are talking about short courses and all of the sudden they are in vogue. But an 18-hole course was never meant to be played in an hour and a half. It should be three to three and half hours, but because of the trend towards difficulty, it started to become five-hour rounds," he said.

Mandell said he has the opportunity to be more creative when building new or renovating a course, versus restoration. "With restoration it is almost like you are a project manager for the original golf architect. At Bacon Park, Donald Ross had done some pretty detailed sketches. We walked the site and looked at how to implement them, but we have to be careful where we put the hazards. What was challenging 100 years ago could now just be a penalty," he said.

Another Donald Ross-designed restoration project he unveiled this year was the Country Club of Asheville. This was the fourth project that Mandell completed for Raleigh-based McConnell Golf, and garnered him the honorable mention by Golf Inc.

Breathing space

BRAEMAR GOLF COURSE, EDINA, USA

Richard Mandell has transformed a municipal facility with 27 tightly-packed holes into a memorable 18-hole layout with room for golfers, and the environment, to thrive. Toby Ingleton reports

Photo: Peter Wong

Looking back on the split fairway par-five fourth hole

For golfers with the ability to miss a target by a massive distance – thanks to suspect swing planes, an absence of clubface control and modern technology that means we can hit further off line than ever – the prospect of a courseful of claustrophobically narrow fairways can be pretty miserable. At most clubs, and certainly at public courses, the majority of golfers are not highly skilled. If you keep making us miserable, we will return less often, or not at all.

Officials at the city of Edina, near Minneapolis, Minnesota, realised this. They also questioned whether cramming as many holes as they could into a golf facility necessarily equates to more revenue, and the impact it had on the environment.

By the early part of this decade, conditioning at the city's 27-hole municipal facility, Braemar Golf Course, had deteriorated to such an extent that golf was becoming unsustainable. Some holes were routed in boggy soils and the course frequently flooded, closing for days at a time. One loop was so bad that golfers would cancel their round if that nine was allocated when booking. Difficult forced carries and narrow fairways led golfers to choose other courses.

The city needed a radical plan, and in 2014 turned to Richard Mandell – who had recently completed a highly-regarded renovation at nearby Keller Golf Course, also a municipal – to provide it. "The problem was how to revitalise an under-performing and outdated 27-hole course on an environmentally-sensitive property dismissed by golfers, and seen by citizens as draining tax dollars," he says.

Mandell's solution was to replace the existing 27 holes with a brand new 18-hole course. It was a big ask for the city – removing a third of its holes would potentially remove a third of its revenue. The golf course would have to be very good for it to pay off.

Five years on, the new Braemar course has opened and is more than very good – it is an absolute joy to play.

The layout is extremely forgiving from the tee; even the most erratic golfer will have a chance of completing a round without losing a ball. That's not to say the course is easy. With width comes options, and good choices and accuracy are rewarded.

On the first, playing left will open the best angle to the green. On hole two, hug the creek that bisects the fairway for a shorter approach. The pattern continues, with each hole presenting

Above, the par-four opening hole. Left, the par-three thirteenth, which plays from hilltop tees. In the background is the fourth green and the par-four fourteenth hole

options that allow golfers to capitalise on precision play, without necessarily crashing out of the hole if that big miss rears its head.

With fewer holes to accommodate on the site, Mandell could eliminate areas with poorer soil and use the topography of the property to its best. In doing so, he has let the land dictate the routing. Any preconceived notions about pacing of holes were thrown out, instead he embraces the quirky results, notably a six-hole stretch from the third that alternates between par threes and par fives.

The course is all the better for it and passes the test of greatness: every hole is memorable, even after a single play. Some are particularly so. The par-three thirteenth, a mid-iron from the top of a hill in the centre of the property, is exhilarating. On the par-five fourth, players are compelled to choose one of two very different routes to the hole separated by three bunkers cut into a hillside. I took the high route and didn't quite hit the distance required for the second shot to kick all the way to the green, but was left with a delightful bump-and-run shot down the hill to a plateaued green.

> "A six-hole stretch from the third alternates between par threes and par fives"

That fourth hole is the first of a remarkable set of par fives. The first three are reachable in two if you've chosen the correct tees from the set of six on each hole. But the undulating fairway of the sixth means you'll need to catch a decent lie, and an innocuous-looking bunker in the middle of the eighth fairway, about eighty yards short of the green, will curse you with indecision.

The par fives on the back nine will see fewer eagle putts. Elevated tees cut into the hillside invite you to grip-and-rip from the eleventh tee, to the most undulating fairway on the course. The second half of the hole rises sharply uphill to a perched green protected by two deep bunkers.

The sixteenth is heroic. The tee shot plays over a large lake to a wide fairway (progressively less carry is required as you move up the tees, with the first two avoiding the carry altogether). If your drive comes to rest far up the left

side of the fairway, you'll be tempted to take on a second water carry, to a narrow green over another section of the lake. You'll need everything in your favour to pull both of those shots off, but they will be forever etched into your golfing memory bank if you do.

Mandell's new layout, coupled with the massive driving range, short game area and putting green, plus an academy course designed a few years ago by Kevin Norby, are enough to make you jealous of the residents of Edina. Even at the full weekend rate, they will get change from fifty bucks.

A fantastic public golf course isn't the only payoff though – the redesign has also preserved floodplain, increased wetlands and restored oak savanna.

Mandell took an environment-first view of the project. "Richard's approach was to engage the regulatory agencies early and often," says Ann Kattreh, who was director of parks and recreation for the city at the time of the renovation. "He learned and understood the rules and regulations and worked clearly within them. He didn't push the rules, but instead worked well within the limits, much to the delight of our regulatory agencies. Richard's approach quickly earned the respect of all agencies and made the approval process relatively quick and easy."

The results are impressive: nearly five acres of created, restored or enhanced wetland; over 30 acres of wetland buffer (only 20 acres were required for regulatory compliance); nearly 10 acres of former golf course set aside for a multi-use area; and almost 35 acres of oak savanna restoration.

"The environmental aspects of the project are a great example of how golf and the environment can successfully co-exist," says Mandell. "The fact that I first sought to understand what my environmental limitations were, and then designed the course around them, is critical to the course's success."

What is so gratifying about the new course at Braemar – particularly for those interested and involved in golf course architecture – is that the thrill of the round is a direct result of an imaginative and intelligent golf course design. The site is perfectly pleasant, but it is no Banff Springs or Pebble Beach. There are no mountain backdrops or crashing waves to awaken the senses. But each hole is an invitation to enjoy the game. If Braemar returns from the brink, and I am confident it will, it's thanks to a great golf design. **GCA**

Image: Richard Mandell

Mandell has delivered a vastly improved golf experience while surpassing the requirements of environmental agencies

3 FINAL THOUGHTS

Richard Mandell
Richard Mandell Golf Architecture
Pinehurst, North Carolina

ARE COURSE OWNERS TAKING TO HEART THE MANDATE TO MAKE THE GAME EASIER?

They must, and they are, I hope they realize now that it isn't so much about eye candy. That works once for the golfer, but after a disastrous round, the experience isn't being sought out again. The focus should be on the golf first. Although service is important, if the course is too difficult, it doesn't matter how nice they are in the pro shop.

WHAT TRENDS ARE YOU SEEING THESE DAYS IN GOLF ARHCITECTURE?

For the past few years, theres been a return to the golden-age focus on craftsmanship as it relates to the land, rather than large, earthmoving projects which trend toward bland features. There's also been a continued lean toward playability in terms of tee shot distance equity, wider fairways and fewer hazards. Both wider fairways and fewer hazards are features of a more golden-age strategic approach that bears out when one is designing with the land and not on the land.

ARE SOME COURSES STILL PUSHING FOR DIFFICULT LAYOUTS? WHAT ARE BENEFITS OF SUCH A DECISION?

I'm sure there are some owners that still believe a great golf course is measured by its difficulty, but that won't translate into return business and I don't think there are any lasting benefits to such a move. In the short term, you have marketing juice with rankings and maybe an owner thinks a professional event wil bring stature, but those courses are few and far between. The majority of owners serve the masses, and few of the masses even break 100 enough to attract repeat business as a difficult layout. Great golf is measured by strategy, the attributes of one's specific property and how those concpets translate into run and enjoyment, not by difficulty.

Exhibit A: Renovation Business Plan Punch List

I. Pre-Walkthrough

A. What is the market for the golf course?
B. What is its competition?
C. How many rounds a year does the course average?
D. What are budgetary constraints or goals?
E. Timetable? Time concerns?
F. What are general City goals?
   1. Minor improvements
   2. Compassionate Historical Restoration or Complete Redesign?

II. General Topics of Discussion

A. Maintenance Practices
B. Drainage Situations
C. Environmental Concerns
D. Strategic Design
E. Aesthetics
F. Playability
G. Utilization of Hazards
H. Cart Path Circulation
I. Golf Course Operations
J. Routing

III. Maintenance Practices

A. Minimize Water Usage?

1. Evaluate irrigation system
2. Reduce irrigated areas
3. Incorporate different grass types
4. Does course need additional irrigation source or storage?

B. Improve Water Quality?

1. Retention/Detention
2. Natural water filtration systems

C. Greens

1. How many pin placements per green?
2. Square footage?
   a. Can we restore original shape of green? Do we want to?
3. Drainage Patterns
   a. Does green drain off front?
   b. Does it drain in more than one spot?
4. Access/Egress
   a. More than one way to enter/exit green?
   b. Do hazards limit access/egress?
5. Slopes? Too much? Not enough?
6. Enough morning light?
   a. Where is it coming from?
7. Air circulation

D. Tees

1. Enough teeing space?
2. Is there room to mow in between each tee with proper equipment?
3. Shade or circulation problems?
    a. Where is morning light?
4. Can teeing space be enlarged by eliminating unnecessary slopes?

E. Fairways and Rough

1. Are fairways large enough
2. Do mounds/contours inhibit proper mowing or chemical application?
3. Wet areas?
4. Fairway lines?
    a. Aesthetic?
    b. Mowable?
5. Look at area between tee and start of fairway. Can it be reduced?
6. Rock? Remove? Expose?
7. Can trees be thinned for circulation, sun, or stray shots?
    a. Do trees inhibit effective mowing?
8. Can any rough areas be eliminated/replaced with low-maintenance grasses?

F. Bunkers

1. Quality of sand?
2. Edging a problem?
3. Are sides sloughing away or being built up by sand replacement?
4. Is water draining in?
5. Is water draining out?
6. Sand on banks acceptable? (Where applicable)
7. Is grass on banks growing?
8. Can sand be smoothed by machine or does it require hand-raking?
9. Can we reclaim original bunker shapes? Do we want to?
10. Can bunker size be reduced? Turned into multiple bunkers?
11. Are bunker edges too close to putting surface (i.e., inhibiting greens mowing)?
12. Where does bunker drainage outlet go?
    a. Is there positive drainage?
    b. Does outlet interfere with play?

IV. Strategy- Analyze hole for playability, challenge, strategic alternatives, aesthetics, extraneous hazards, and line of site.

A. Hazards

1. Variety?
2. Balance in variety of hazards from hole to hole? Is hazard placement repetitive?
3. Double hazards?
4. Do any trees act as hazards?
5. Can trees in rough be thinned out?
6. Can rough areas be added to assist less-skilled? Can rough areas be removed to assist less-skilled?
7. Do bunkers look natural or artificial?
8. Can a hazard be added to protect bad shots (i.e., to stop a ball from going down a slope or getting wet)?
9. Are water hazards placed fairly?

10. Do hazards require a forced carry?
11. Can bail-out areas be created to accommodate forced-carry hazards?
12. Analyze each hazard for the following:
    a. Does hazard challenge the good golfer?
    b. How does hazard affect the less-skilled player?
    c. Is hazard visible?
    d. Does hazard provide direction?
    e. Is the carry over hazard prohibitive?

B. Greens

1. How many pin positions? Do they call for different strategies?
2. Is there a fair variety of pin placements?
3. What is relationship between hazards and each pin placement?
4. Is there a variety of short-game options around greens?
    d. Can you chip or putt out of bunkers?
    e. Uphill lies? Downhill lies? Sidehill lies?
5. Grass hollows?
6. Can bunkers be converted to grass hollows? Vice-versa?
7. Is there a variety in green complexes from hole to hole?

C. Tee Complexes

1. Do different tees provide sufficient challenge for each skill level?
2. Do tees present different strategic options?
3. Are tees spaced properly for different skill levels?
4. Ladies Tee- Afterthought or designed feature?
5. Play each hole from each tee analyzing strategy.
6. Are required carries to fairway (or green) consistent with average carry expected from each skill level?
7. Are tees built on cut or fill?
8. Are tees blocking any views?

V. Cart Paths

A. Quality of paths?
B. Do cart paths interfere with play too much?
C. Appearance of cart paths when standing on tees?
D. Traffic patterns: can cart path l.f. be reduced?
E. Carts on fairways causing problems?
F. Access/egress from more than one point?
G. Is surface drainage across paths O.K. or is drainage pipe necessary?
H. Applications at tees? Greens?
I. Can paths be concealed? Redirected?

VI. Aesthetics

A. Is there variety in shape, size, placement of mounding?
B. Are design features too flat looking? Too steep?
C. Do design features have natural appearance?
D. Are there curving lines? Straight lines?
E. Is there variety in curves and straight lines?
F. Do surrounding features complement green shape? Fairway shape?
G. Is there variety in mounds vs. Bunkers vs. Grass hollows vs. Nothing?

Exhibit B: Renovation Business Plan Report
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EXHIBIT B

Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2026

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

State Farm

James Leach State Farm Insurance
PO Box 1790
Pinehurst, NC 28370

CONTACT NAME: Amy L. Potts, SSA
PHONE (A/C, No, Ext): 910-215-8150 FAX (A/C, No): 910-215-5851
E-MAIL ADDRESS: amy@mleachagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

RMGA Inc.
Richard Mandell Golf Architecture
2208 Midland Rd.
Pinehurst, NC 28370

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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	93-AP-N301-9	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	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	054 7016-A09-33 076 9844-A09-33	07/09/2026 07/09/2026	01/09/2027 01/09/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Mobile is included as Additional Insured in respect to General Liability and Automobile Liability. All policies shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability and Automobile Liability. 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, Alabama 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

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and RMGA, Inc., d/b/a Richard Mandell Golf Architecture, for professional business plan and architectural consulting services for the Azalea City Golf Course, in an amount not to exceed $60,000.00, as appropriated funds are available, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

July 29, 2026

Dear Councilmembers:

Attached to this memo is an easement for recreational purposes between the City of Mobile and University of South Alabama, A Public Corporation, to provide access for Segment 5 of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase the walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

"Exhibit A" contains the legal description for the easement and "Exhibit B" is a drawing showing the location of the easement.

We look forward to continued communication on this important community 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
Public Works

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Corey Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts an Easement for Recreational Purpose, from the University of South Alabama, A Public Corporation organized under the laws of the State of Alabama, as needed for Segment 5 of the Three Mile Creek Greenway Trail Project.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Department of the City of Mobile.

Adopted:

_____

City Clerk

EASEMENT FOR RECREATIONAL PURPOSE

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **University of South Alabama, A Public Corporation organized under the laws of the State of Alabama** (herein referred to as "GRANTOR") for and in consideration of the amount of One and No/100 ($1.00) Dollar, cash in hand paid to the undersigned by the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "GRANTEE"), receipt of which is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the neighborhood, to the public generally and to its property, does HEREBY, GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the GRANTEE, its successors and assigns, exclusively and perpetually, full and free right, liberty and authority to enter upon and to construct, operate and maintain for public active or passive use, a greenway, recreational trail, park, or other such recreational improvements as deemed necessary and appropriate by GRANTEE, including but not limited to paving, signage, benches, restroom facilities, bicycle racks and wastebaskets, over, under and across the following described land:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN ON "EXHIBIT B"

It is understood between the parties that the rights in and to the above-described property which GRANTOR is relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. It is understood by the parties that both GRANTOR and GRANTEE fall within the provisions and protections of Alabama Code Sections 35-15-1 et seq and 35-15-20 et seq.

TO HAVE AND TO HOLD, the said easement unto GRANTEE, its successors and assigns, for so long as GRANTEE, its successors and assigns, shall continue to use the easement for such purposes. And for and in consideration of the above, GRANTOR hereby releases said

City of Mobile from all consequential damages, present or prospective to the property of the GRANTOR, arising out of construction, maintenance or repair of said easement.

This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.

IN WITNESS WHEREOF, this instrument is executed this the 8th day of June, 2023.

GRANTOR
University of South Alabama
By Trae Catrett
Trae Catrett, Contract Officer

ATTEST:
By: Adrian Gruter
Its: Assistant Director - Budget Compliance

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Trae Catrett and Adrian Gruter whose name as Contract Officer and whose name as Asst Director Budget Compliance respectively, of the University of South Alabama are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that they, as such officers and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 8th day of June, 2023.

Carol Burke Moore
Notary Public, State of Alabama
My Commission Expires: 8/30/26

Grantor:
University of South Alabama
775 N. University Blvd. Suite 150
Mobile, AL 36608

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

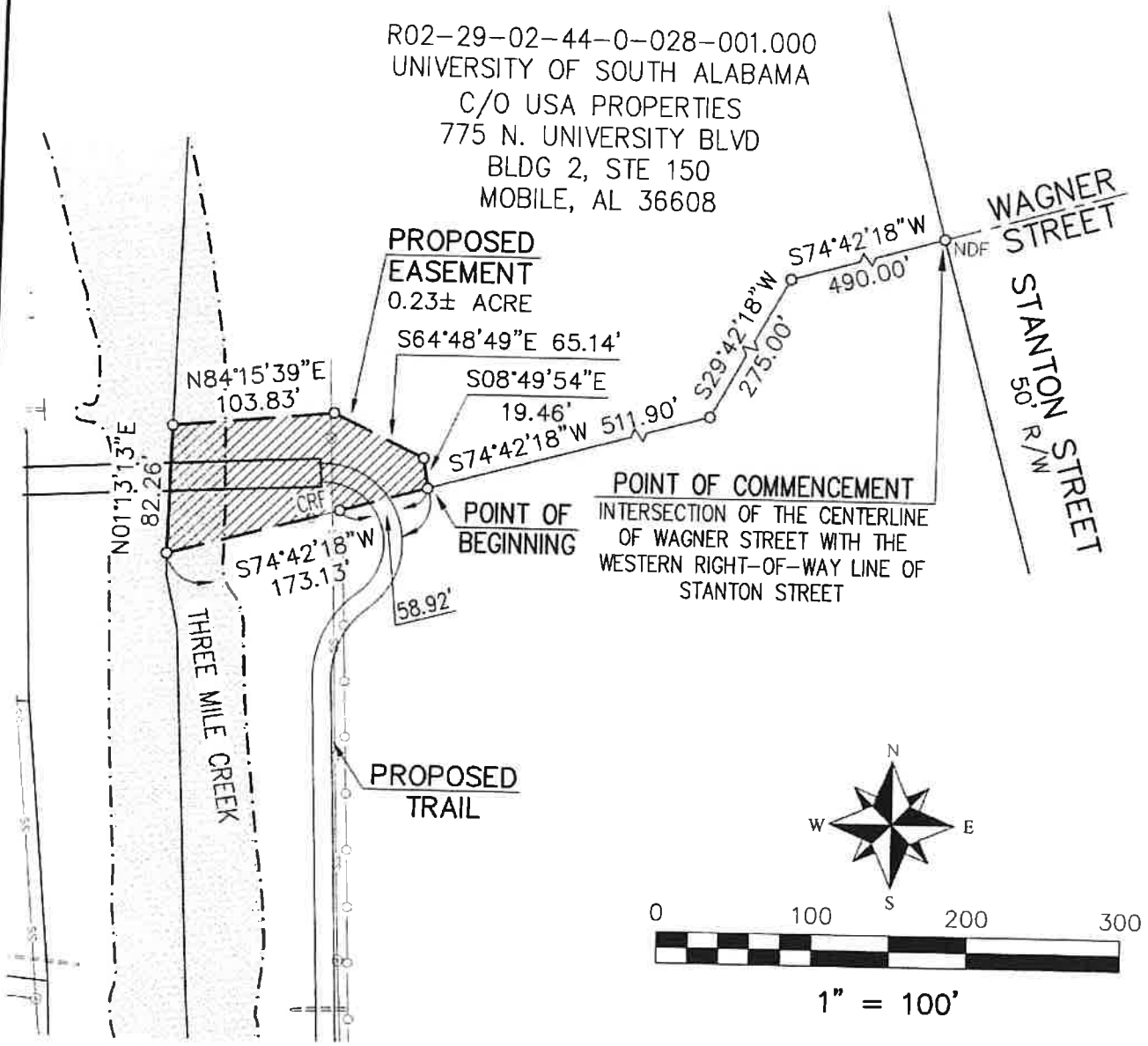
CAROL BURKE MOORE
MY COMMISSION EXPIRES
AUGUST 30, 2026
NOTARY PUBLIC
STATE OF ALABAMA

"EXHIBIT A"

Easement Segment 5 Tract 6
Mobile Greenway Initiative

Commencing at a nail & disk at the intersection of the centerline of Wagner Street with the western right-of-way line of Stanton Street (50' r/w); thence run South 74°-42'-18" West a distance of 490.00 feet; thence run South 29°-42'-18" West a distance of 275.00 feet; thence run South 74°-42'-18" West a distance of 511.90 feet to the Point of Beginning of the following described parcel: thence continue South 74°-42'-18" West a distance of 173.13 feet; thence run North 01°-13'-13" East a distance of 82.26 feet; thence run North 84°-15'-39" East a distance of 103.83 feet; thence run South 64°-48'-49" East a distance of 65.14 feet; thence run South 08°-49'-54" East a distance of 19.46 feet to the Point of Beginning. The described parcel contains 0.23 acre, more or less.

THIS IS NOT A BOUNDARY SURVEY



LEGEND

CRF	CAPPED REBAR FOUND (ROWE)
NDF	NAIL & DISK FOUND
SS	SANITARY SEWER LINE
	CHAIN-LINK FENCE

EASEMENT 5S-6
MOBILE GREENWAY INITIATIVE
THREE MILE CREEK TRAIL, 2018 CIP

MAY 25, 2023

EXHIBIT B

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 320 and 330 Western Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 4, 2026**, a public hearing will be held on the **8th** day of **September**, 2026 at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 320 and 330 Western Drive from B-3, Community Business Suburban District, to I-1, Light Industry 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:

BEGINNING AT A REBAR A THE SOUTHWEST CORNER OF LOT 2, WESTERN DRIVE COMMERCIAL PARK FIRST ADDITION, MAP BOOK 40 PAGE 97; THENCE SOUTH 44°19'53" EAST 404.60 FEET TO A CAPPED REBAR; THENCE SOUTH 10°13'59" WEST 295.03 FEET TO A CAPPED REBAR; THENCE NORTH 44°18'35" WEST 456.31 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 44.55 FEET (CHORD: SOUTH 84°34'50" WEST 38.88 FEET) TO A CAPPED REBAR ON THE EAST LINE OF WESTERN DRIVE; THENCE NORTH 33°45'37" EAST ALONG SAID EAST LINE 106.66 FEET TO A CRIMPED TOP PIPE AT THE P.C. OF A 438.85 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTWARDLY ALONG THE EAST LINE OF WESTERN DRIVE AND THE ARC OF SAID CURVE 182.71 FEET (CHORD: NORTH 21°58'04" EAST 181.39 FEET) TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-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 I-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 I-1, until all of the conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 8th day of September, 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 12th day of August, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile located at **320 & 330 Western Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-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 **I-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 **I-1** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

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

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:

BEGINNING AT A REBAR A THE SOUTHWEST CORNER OF LOT 2, WESTERN DRIVE COMMERCIAL PARK FIRST ADDITION, MAP BOOK 40 PAGE 97; THENCE SOUTH 44°19'53" EAST 404.60 FEET TO A CAPPED REBAR; THENCE SOUTH 10°13'59" WEST 295.03 FEET TO A CAPPED REBAR; THENCE NORTH 44°18'35" WEST 456.31 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 44.55 FEET (CHORD: SOUTH 84°34'50" WEST 38.88 FEET) TO A CAPPED REBAR ON THE EAST LINE OF WESTERN DRIVE; THENCE NORTH 33°45'37" EAST ALONG SAID EAST LINE 106.66 FEET TO A CRIMPED TOP PIPE AT THE P.C. OF A 438.85 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTWARDLY ALONG THE EAST LINE OF WESTERN DRIVE AND THE ARC OF SAID CURVE 182.71 FEET (CHORD: NORTH 21°58'04" EAST 181.39 FEET) TO THE POINT OF BEGINNING.

The classification of said property is hereby changed **from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-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 **I-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 **I-1,** until all of the conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire

Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Byrd Surveying, Inc.
Aiden Properties, LLC
320 & 330 Western Drive
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 28, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **July 16, 2026**, considered the request of **Byrd Surveying, Inc.,** for a change in zoning **from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1),** for the property located at **320 & 330 Western Drive**.

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

July 22, 2026

Byrd Surveying
Kari Givens
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 320 & 330 Western Drive
ZON-UDC-003786-2026
Aiden Property Subdivision
Byrd Surveying, Inc.
District 1
Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1)

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

At its meeting on July 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 **I-1, Light Industry District**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, 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 **I-1, Light Industry District**, to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$335.54**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

[redacted]

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:		

[redacted]

	Owner	Design Professional
Name:	CHRIS HOLMES	
Firm:	AIDEN PROPERTIES, LLC	
Phone:	[redacted]	
Email:		
Address:		

2. PROPERTY [redacted] brief description of the property location, parcel number, and legal description.

320 & 330 WESTERN DRIVE
Property Address

2.406 ACRES
Property Area (acres or square feet)

KEY #00841806 & #02043700
Parcel Number(s) or Key Number(s)

I-1 & B-3
Present Zoning or Transect District

I-1
Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

[redacted]

6/11/26
Date

6/10/26
Date

UBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
my property, which is under consideration for Planning Commission/City Council approval, a sign
stand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

6/10/26
Date

[redacted]

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

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

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

- ■ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ■ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ 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 MAP FOR MOBILE SHOWS THIS PROPERTY WITHIN AN INDUSTRIAL AREA.

LIGHT INDUSTRY
Future Land Use Map (FLUM) Designation

I-1
Requested Zoning

2. Was there a mistake or error in the original zoning map? ■ Yes ☐ No
If yes, describe the error
THE SOUTH PORTION OF THE PROPERTY IS ZONED B-3 AND THE REMAINDER OF THE PROPERTY IS ZONED I-1. IT APPEARS THAT THE PROPERTY FRONTING MOFFETT ROAD WAS INTENDED TO BE B-3 AND ALL PROPERTIES TO THE NORTH INTENDED TO BE I-1.

3. Describe how this proposal promotes the community's health, safety, and welfare.
THE OWNER HAS CLEARED THE PROPERTY TO ELIMINATE THE POSSIBILITY OF A HOMELESS ENCAMPMENT.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
THIS PROPOSAL IS TO CORRECT THE ZONING TO CONFORM TO THE NEIGHBORING BUSINESSES.

[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.
   ALL NEW AND EXISTING BUSINESSES IN THIS AREA ARE INDUSTRIAL IN NATURE.

2. Describe the surrounding land uses.
   A HVAC SALES WAREHOUSE, AIR CONDITIONING SYSTEM SUPPLIER TO THE NORTH, RESIDENCES AND A CHURCH ADJOIN ON THE EAST, A BRAKE REPAIR SHOP AND BOUTIQUE AND A SIGN SHOP ADJOIN ON THE SOUTH.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THERE WILL BE NO ADVERSE AFFECT.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   INFRASTRUCTURE IS IN PLACE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS PROPOSAL IS TO CORRECT THE CITY'S MISTAKE.

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

[redacted]

City of Mobile ▫ Planning & Zoning

Corporate Letter of Authorization

I, CHRIS HOLMES, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of AIDEN PROPERTIES, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 320 & 330 WESTERN DRIVE.

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]

byrd@byrdsurveying.biz
Email

holmesconstruction98@gmail.com
Email

251-476-5010
[redacted]

251-591-2383
Phone Number

6/11/26
Date

[redacted]

Outlook

Byrd Surveying, Inc. (ZON-UDC-003786-2026)

[redacted]

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, July 1, 2026**.
   Note: To date, only a dated photograph of the Neighborhood Meeting sign and a copy of the letter advertising the meeting have been received.

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

If the application fees are paid **by noon on June 17, 2026**, the case will be scheduled for the **July 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.

IMPORTANT - PLEASE READ

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 immediate[redacted]

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

Thank You,

[redacted]

DESCRIPTION AND JUSTIFICATION FOR THE REZONING OF
AIDEN PROPERTIES, LLC

THE PURPOSE OF THIS REZONING APPLICATION IS TO CORRECT AN ERROR IN THE ZONING ORDINANCE. THE SOUTH 50' OF THE PROPERTY IS ZONED B-3 AND THE REMAINDER IS ZONED I-1. THE I-1 ZONING IS THE PREDOMINATE CLASSIFICATION IN THIS AREA AS IT EXTENDS WESTWARDLY, NORTHWARDLY, AND EASTWARDLY FROM WESTERN DRIVE. IT APPEARS THE B-3 ZONING WAS INTENDED FOR THE PROPERTIES FACING MOFFETT ROAD.

[redacted]

Dear Neighbor,

The owner of the property at 320 Western Drive is submitting a rezoning application to the City of Mobile to correct a mistake in the zoning classification.

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

Meeting location: New Shiloh Baptist Church Senior Center
164 New Shiloh Avenue
(Next door to the Post Office)
Date: June 25, 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

Neighborhood Meeting
for Zoning Change
[redacted]
June 25, 2026
164 New Shiloh Ave. 5:00 pm
Senior Ctr.-New Shiloh Baptist Church
Live effect
Remaster

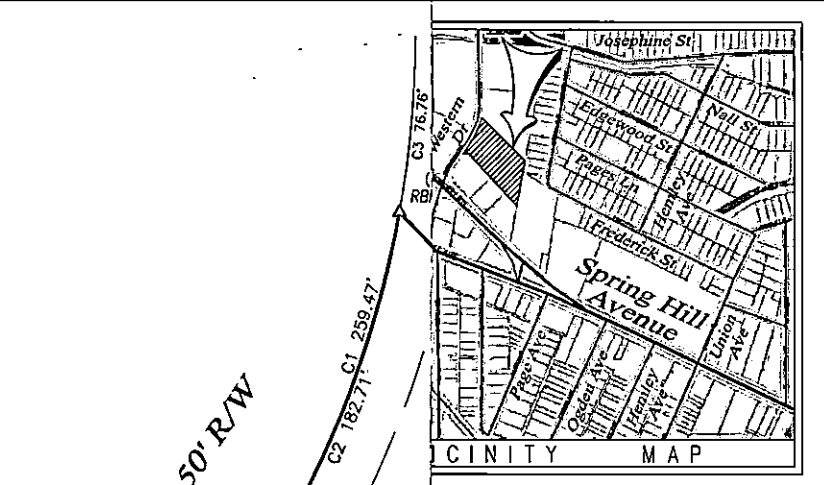
[redacted]

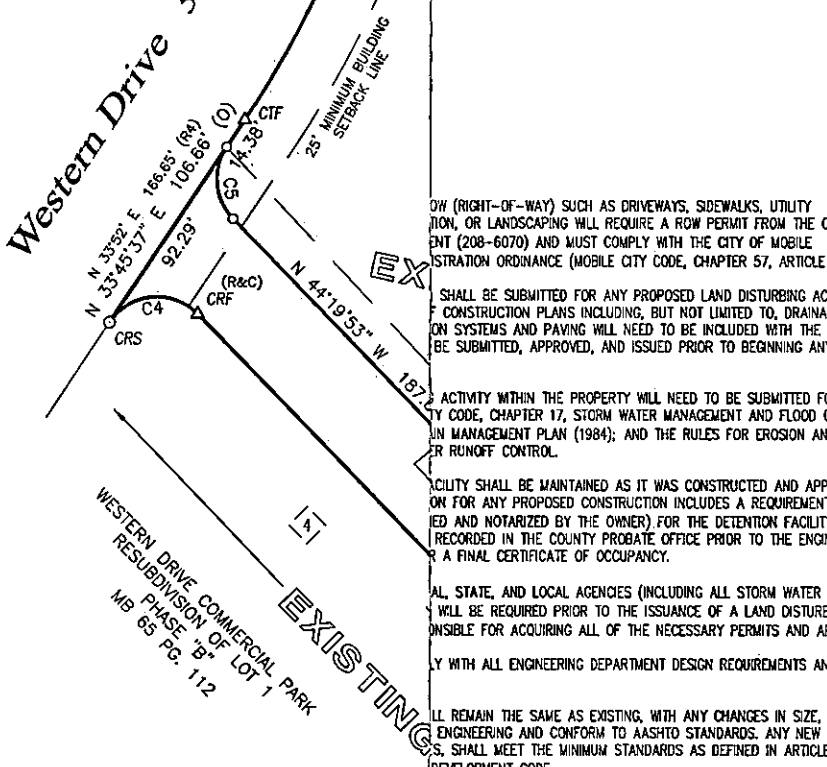
[redacted]

Add tag

Neighborhood Meeting
for Zoning Change
[redacted]
June 25, 2026
164 New Shiloh Ave. 5:00 pm
Senior Dr. New Shiloh Baptist Church

Neighborhood Meeting
for Zoning Change
[redacted]June 25, 2026
164 New Shiloh Ave. 5:00 pm
Senior Ctr.-New Shiloh Baptist Church





OW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY
TION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF
ENT (208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE
STRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).

SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY
CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE,
ON SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND
BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE

ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW
Y CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL;
UN MANAGEMENT PLAN (1984); AND THE RULES FOR EROSION AND
R RUNOFF CONTROL.

CILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED.
ON FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A
ED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS
RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING
A FINAL CERTIFICATE OF OCCUPANCY.

AL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF,
WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE
NSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

Y WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY

LL REMAIN THE SAME AS EXISTING, WITH ANY CHANGES IN SIZE, LOCATION
ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY NEW ON-SITE
S, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN ARTICLE 3,
DEVELOPMENT CODE.

CE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION
ATE PROPERTIES (STATE ACT 2015-116 AND CITY CODE CHAPTERS 57 AND
RIGHT-OF-WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE
S FROM A COMMERCIAL SITE WILL REQUIRE A TREE REMOVAL PERMIT.

MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE
NAL FIRE CODE).

& B-3 TO I-1

TY SUBDIVISION

LEGAL DESCRIPTION

BEGINNING AT A REBAR A THE SOUTHWEST CORNER OF LOT 2, WE
ADDITION, MAP BOOK 40 PAGE 97; THENCE SOUTH 44°19'53" EAST
THENCE SOUTH 10°13'59" WEST 295.03 FEET TO A CAPPED REBAR;
FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS
SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 44.55 FEET (
FEET) TO A CAPPED REBAR ON THE EAST LINE OF WESTERN DRIVE
SAID EAST LINE 106.66 FEET TO A CRIMPED TOP PIPE AT THE P.C.
THE RIGHT; THENCE NORTHEASTWARDLY ALONG THE EAST LINE OF
CURVE 182.71 FEET (CHORD: NORTH 21°58'04" EAST 181.39 FEET)

ATES OF MOBILE, D.B.A.

RVEYING

MOBILE , ALABAMA

BYRD@BYRDSURVEYING.BIZ

JUNE 10, 2026

LEGAL DESCRITPION

BEGINNING AT A REBAR A THE SOUTHWEST CORNER OF LOT 2, WESTERN DRIVE COMMERCIAL PARK FIRST ADDITION, MAP BOOK 40 PAGE 97; THENCE SOUTH 44°19'53" EAST 404.60 FEET TO A CAPPED REBAR; THENCE SOUTH 10°13'59" WEST 295.03 FEET TO A CAPPED REBAR; THENCE NORTH 44°18'35" WEST 456.31 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 44.55 FEET (CHORD: SOUTH 84°34'50" WEST 38.88 FEET) TO A CAPPED REBAR ON THE EAST LINE OF WESTERN DRIVE; THENCE NORTH 33°45'37" EAST ALONG SAID EAST LINE 106.66 FEET TO A CRIMPED TOP PIPE AT THE P.C. OF A 438.85 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTWARDLY ALONG THE EAST LINE OF WESTERN DRIVE AND THE ARC OF SAID CURVE 182.71 FEET (CHORD: NORTH 21°58'04" EAST 181.39 FEET) TO THE POINT OF BEGINNING.

Agenda Item # 30

SUB-003785-2026 & ZON-UDC-003786-2026

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
320 & 330 Western Drive

Subdivision Name:
Aiden Property Subdivision

Applicant / Agent:
Byrd Surveying, Inc.

Property Owner(s):
Chris Holmes, Aiden Properties, LLC

Current Zoning:
B-3, Community Business Suburban District &
I-1, Light Industry District

Future Land Use:
Light Industry

Neighborhood Meeting:
- A Neighborhood Meeting was required due to the proposed rezoning to a higher zoning classification.
- The meeting was held on June 25, 2026, at 5:00 p.m. at 164 New Shiloh Avenue.

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:
- Subdivision approval to create two (2) legal lots of record.
- Rezoning B-3 Suburban and I-1 to I-1.
- **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.

Considerations:
1. Subdivision proposal with eight (8) conditions.
2. Rezoning with three (3) conditions)

Report Contents: **Page**

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 30 DATE July 16, 2026

APPLICANT Aiden Property Subdivision

REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

N

NTS

SITE HISTORY

The subject site was annexed into the corporate limits of the City of Mobile in 1945. Upon annexation, the northern portion of the property was assigned an industrial zoning classification, while the southern portion was assigned a community business zoning classification. These zoning designations have remained in effect through the adoption of the 1951 Zoning Ordinance, the 1967 Zoning Ordinance, and the Unified Development Code (UDC) in 2023.

The property was subsequently included within the one-lot *Western Drive Commercial Park Subdivision*, the plat of which was approved by the Planning Commission in May 1987 and later recorded in the Mobile County Probate Court.

The 1987 subdivision created a single lot that was split-zoned between the B-3 (Community Business District) and I-1 (Light Industry) zoning districts.

Subsequent subdivisions recorded in 1989 and 1995 further divided the 1987 lot. On both plats, the subject property is identified as a future development area and is described by metes-and-bounds legal descriptions. The resulting parcels have remained split-zoned between the B-3 (Community Business District) and I-1 (Light Industry) zoning districts and have never been developed.

Aside from the subdivision approvals described above, there are no additional Planning Commission or Board of Zoning Adjustment cases associated with the subject site.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Retain NOTES 1 - 5 and 7.
C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review a[redacted]ing any signatures. No signatures are

Rezoning

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm

water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

Although the *International Residential Code (IRC)* functions as a stand-alone document for the construction of one- and two-family dwellings and townhouses, it does not govern the design or layout of emergency access or community-level fire protection infrastructure. Therefore, residential developments must also comply with the

applicable requirements of the *International Fire Code*, including, but not limited to, those listed above concerning the design, construction, regulation, and maintenance of fire apparatus access roads and fire protection water supplies.

Planning Comments:

Subdivision

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

The proposed lots front Western Drive, a minor street with curb and gutter improvements requiring a 50-foot-wide right-of-way. Sufficient right-of-way is depicted on the preliminary plat making additional dedication unnecessary.

Proposed Lot 1 and Proposed Lot 2 exceed the minimum lot area requirements of Article 2, Section 64-2-14.E. of the Unified Development Code (UDC) for properties served by public water and sanitary sewer within the B-3 (Community Business Suburban) zoning district. While the I-1 (Light Industry) zoning district does not establish a minimum lot area, the area of each proposed lot is provided on the preliminary plat in both square feet and acres. If approved, this information should be retained on the Final Plat; alternatively, a table containing the same information may be provided.

Proposed Lot 1 exceeds the minimum lot width requirement of Section 6.C.2.(b)(4) of the Subdivision Regulations for commercial and industrially zoned lots.

Proposed Lot 2 is designed as a flag lot, with a 40-foot-wide access strip providing frontage along Western Drive. Section 6.C.9. of the Subdivision Regulations generally discourages flag lot configurations except where unusual circumstances exist or where such lot designs are common within the surrounding area. The Planning Commission has previously approved similarly configured lots in the vicinity of the subject site, suggesting that the proposed design may be appropriate. However, approval of the subdivision will require a waiver of Section 6.C.9. of the Subdivision Regulations.

A 25-foot front yard setback is depicted along Western Drive where each lot is at least 60 feet in width, consistent with Section 6.C.8. of the Subdivision Regulations and the applicable requirements of the UDC. If approved, the depicted setbacks should be retained on the Final Plat.

As proposed, each lot would remain split-zoned between the B-3 (Community Business Suburban) and I-1 (Light Industry) zoning districts. Accordingly, approval of the subdivision should be contingent upon approval of the associated rezoning application.

Rezoning

As previously noted, approval of the associated subdivision application would result in the proposed lots remaining split-zoned between the B-3 (Community Business Suburban) and I-1 (Light Industry) zoning districts. To eliminate this split-zoning condition, the applicant requests that the entire site be rezoned to I-1 (Light Industry).

In support of the request, the applicant contends that the existing B-3 zoning is the result of a mapping error and that I-1 is the predominant zoning classification in the surrounding area. The applicant's complete narrative and justification are available through the link provided on Page 1 of this report.

A Neighborhood Meeting was conducted in accordance with Article 5, Section 64-5-4 of the Unified Development Code (UDC) because the request seeks a higher zoning classification. The meeting was properly advertised, and notice of the date, time, and location was mailed to all property owners within 300 feet of the subject site. The meeting was held on June 25, 2026, at 5:00 p.m. at 164 New Shiloh Avenue. According to the submitted sign-in sheet, one (1) member of the public attended. The meeting summary indicates that the attendee had questions regarding the potential impacts of the rezoning on nearby property but did not express opposition to the request. The meeting remained open until 6:00 p.m., satisfying the minimum one-hour requirement. The applicant timely submitted all required Neighborhood Meeting documentation, including the executed checklist certifying the completeness and accuracy of the materials.

The subject site is located within an area characterized by a mix of commercial, industrial, institutional, and residential development. Properties to the north and west are zoned I-1 and are developed with commercial and light industrial uses, including wholesale and HVAC equipment sales and service, minor warehousing, storage and distribution facilities of less than 40,000 square feet, and a convenience store with gasoline sales. Properties to the south are zoned B-3 and developed with commercial uses including a sign installation company, general retail sales, fast-food restaurants, and a religious facility. Properties to the east are zoned R-1 and developed with single-family residences and a religious facility.

No development or redevelopment plans were submitted with this application. Any future development of the property will be subject to compliance with all applicable provisions of the Unified Development Code.

The area was originally assigned its commercial and industrial zoning classifications upon annexation into the City of Mobile in 1945. Those zoning designations were subsequently carried forward through the adoption of the 1951 Zoning Ordinance, the 1967 Zoning Ordinance, and the UDC in 2023. The current split-zoning of the subject property is not the result of a mapping error, but rather of subsequent subdivisions of the original parent tract that created parcels crossing the longstanding zoning district boundary. Accordingly, the historical zoning record does not support the applicant's assertion that the existing B-3 zoning resulted from an error in the Official Zoning Map.

The Unified Development Code and Official Zoning Map are founded upon long-range comprehensive planning principles intended to promote orderly growth, compatible land use patterns, and the public health, safety, and welfare. Consequently, amendments to the Official Zoning Map should be supported by evidence demonstrating that the proposed change is warranted. In evaluating rezoning requests, the Planning Commission considers:

- Consistency with the Comprehensive Plan;
- Whether the existing zoning resulted from a mistake or error;
- Compatibility with the surrounding neighborhood;
- Promotion of the public health, safety, and welfare;
- Availability of adequate public infrastructure; and
- The presence of changed or changing conditions warranting the amendment.

While eliminating the split-zoning condition is appropriate, the evidence does not demonstrate that rezoning the property to I-1 is necessary to accomplish that objective. Rezoning the property to B-3 would likewise eliminate the split-zoning while maintaining the longstanding commercial-industrial transition established for this portion of the corridor. Although several nearby properties are zoned I-1, many of the existing surrounding uses—including wholesale establishments, minor warehousing, storage and distribution facilities of less than 40,000 square feet, retail businesses, and service commercial uses—are permitted within the B-3 zoning district. Moreover, no redevelopment proposal has been submitted demonstrating a need for the broader range of industrial uses

permitted in the I-1 district. In the absence of changed conditions or a specific development proposal requiring industrial zoning, extending the I-1 district to encompass the entire site does not appear justified. Rezoning the property to B-3 would eliminate the split-zoning while remaining consistent with the historical zoning pattern and providing an appropriate transition between the adjacent industrial properties and the residential neighborhood to the east.

If approved, the rezoning should be completed prior to the signing of the Final Plat associated with the companion subdivision application.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, a waiver of Section 6.C.9. of the Subdivision Regulations will be required (for lot design) and the following conditions could apply:

1. Retention of the 50-foot-wide right-of-way along Western Drive on the Final Plat;
2. Retention of the lot sizes in both square feet and acres, or the provision of a table on the Final Plat with the same information;
3. Retention of the 25-foot front yard setback line along Western Drive where each lot is at least 60 feet in width, in compliance with Section 6.C.8. of the Subdivision Regulations;
4. Completion of the Rezoning process prior to signing the Final Plat;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

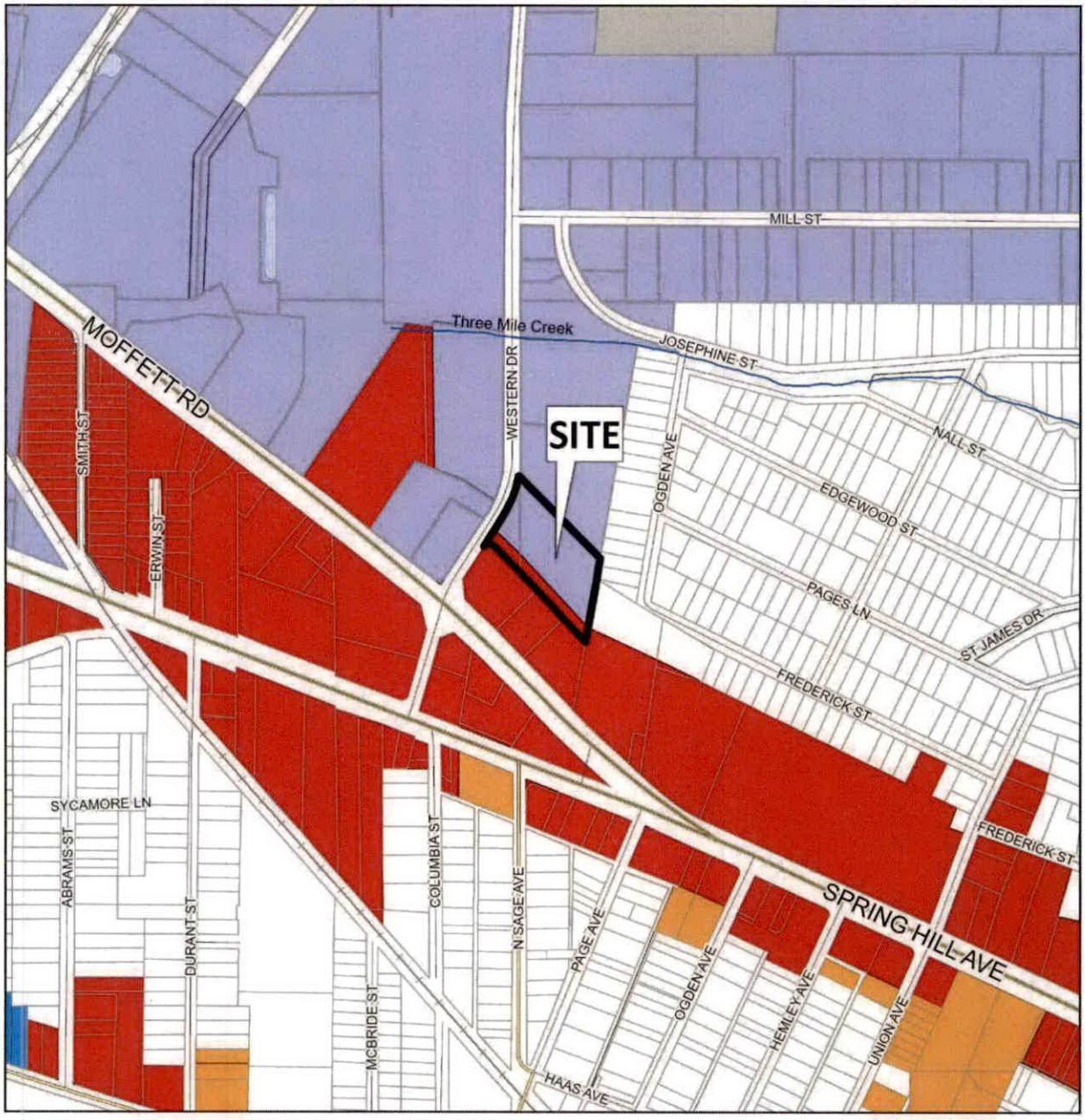
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezoning the site to either B-3 or I-1, the following conditions could apply:

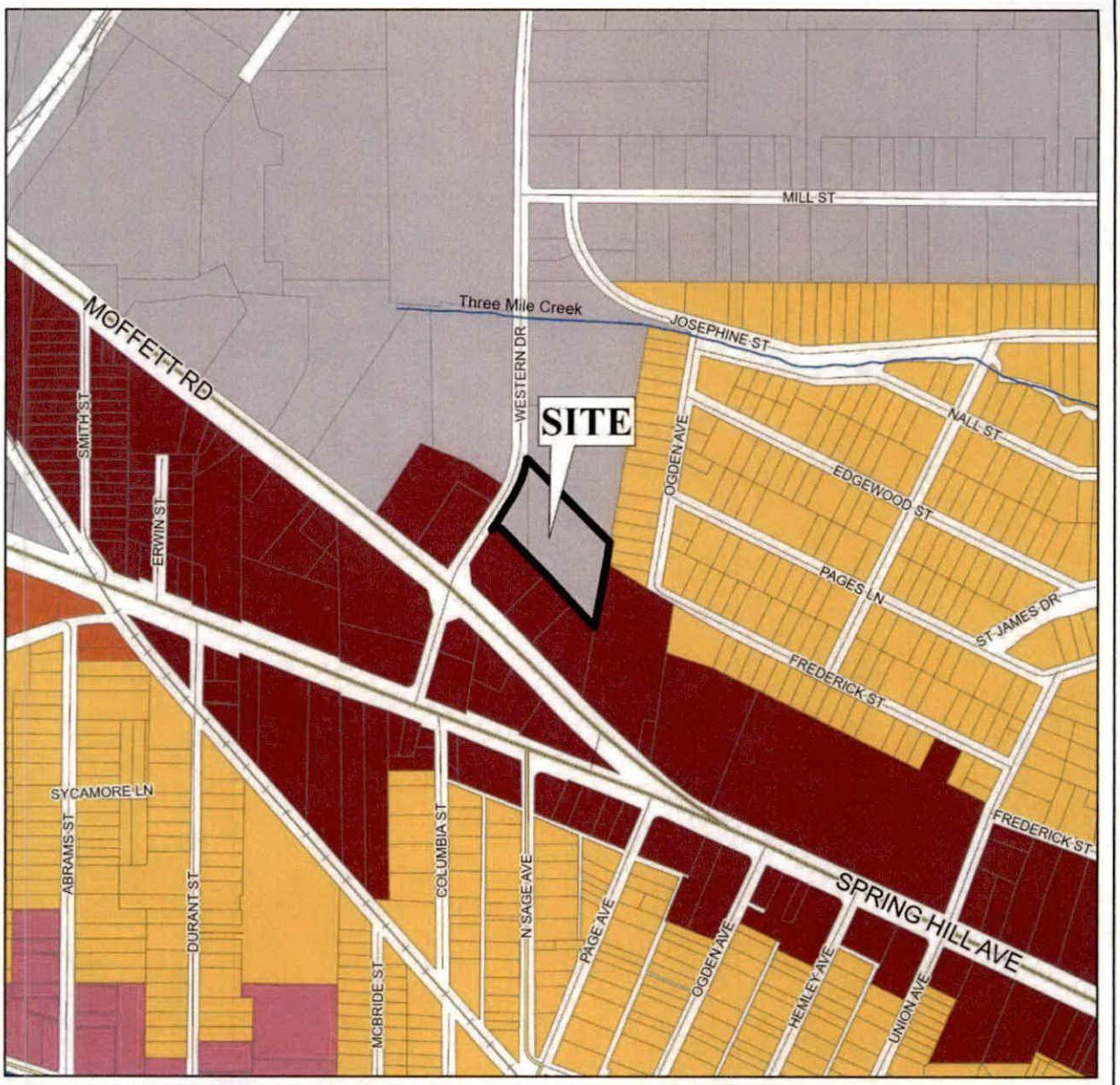
1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 30 DATE July 16, 2026	N
APPLICANT Aiden Property Subdivision	
REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1	NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 30 DATE July 16, 2026

APPLICANT Aiden Property Subdivision

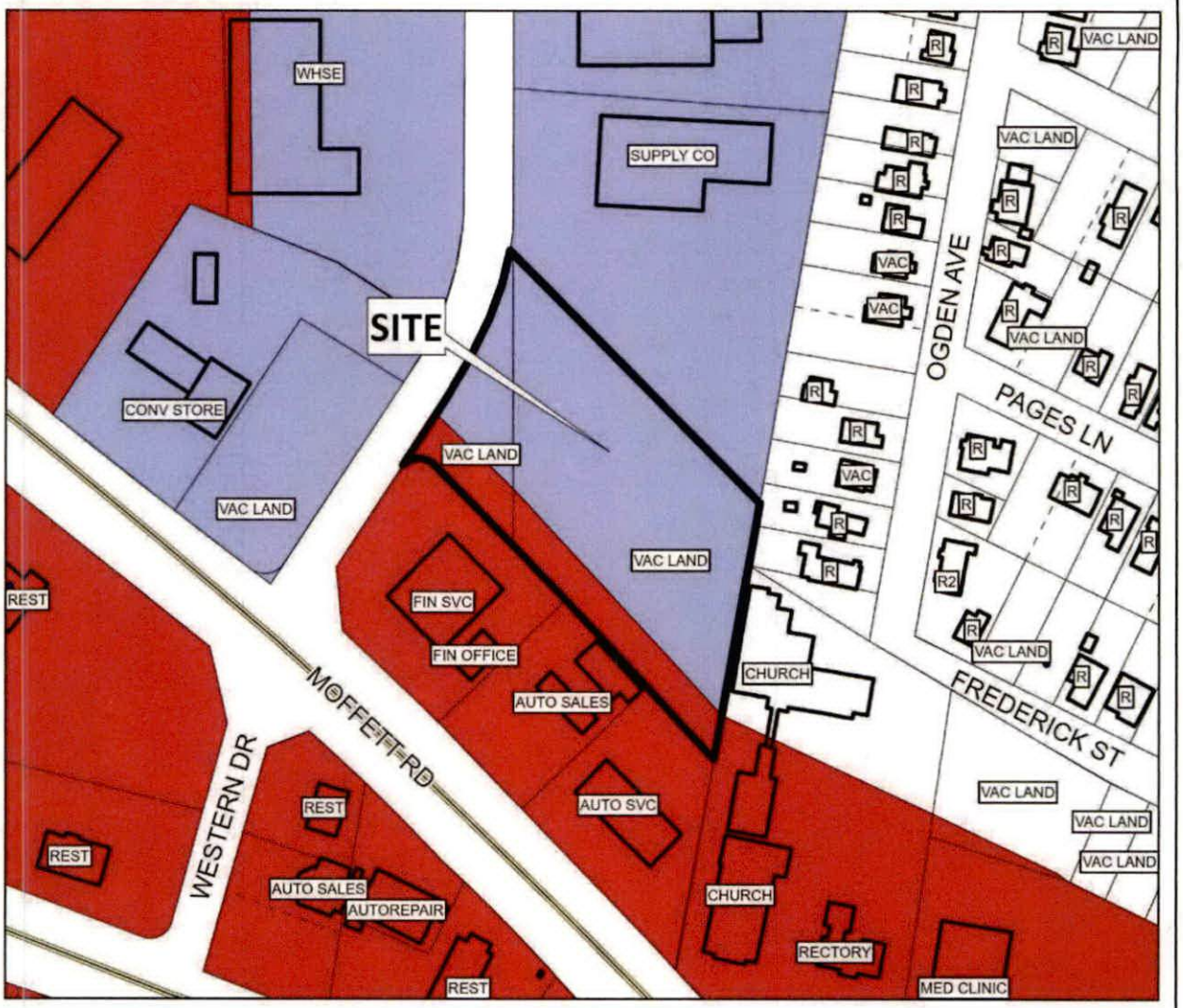
REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 30 DATE July 16, 2026

APPLICANT Aiden Property Subdivision

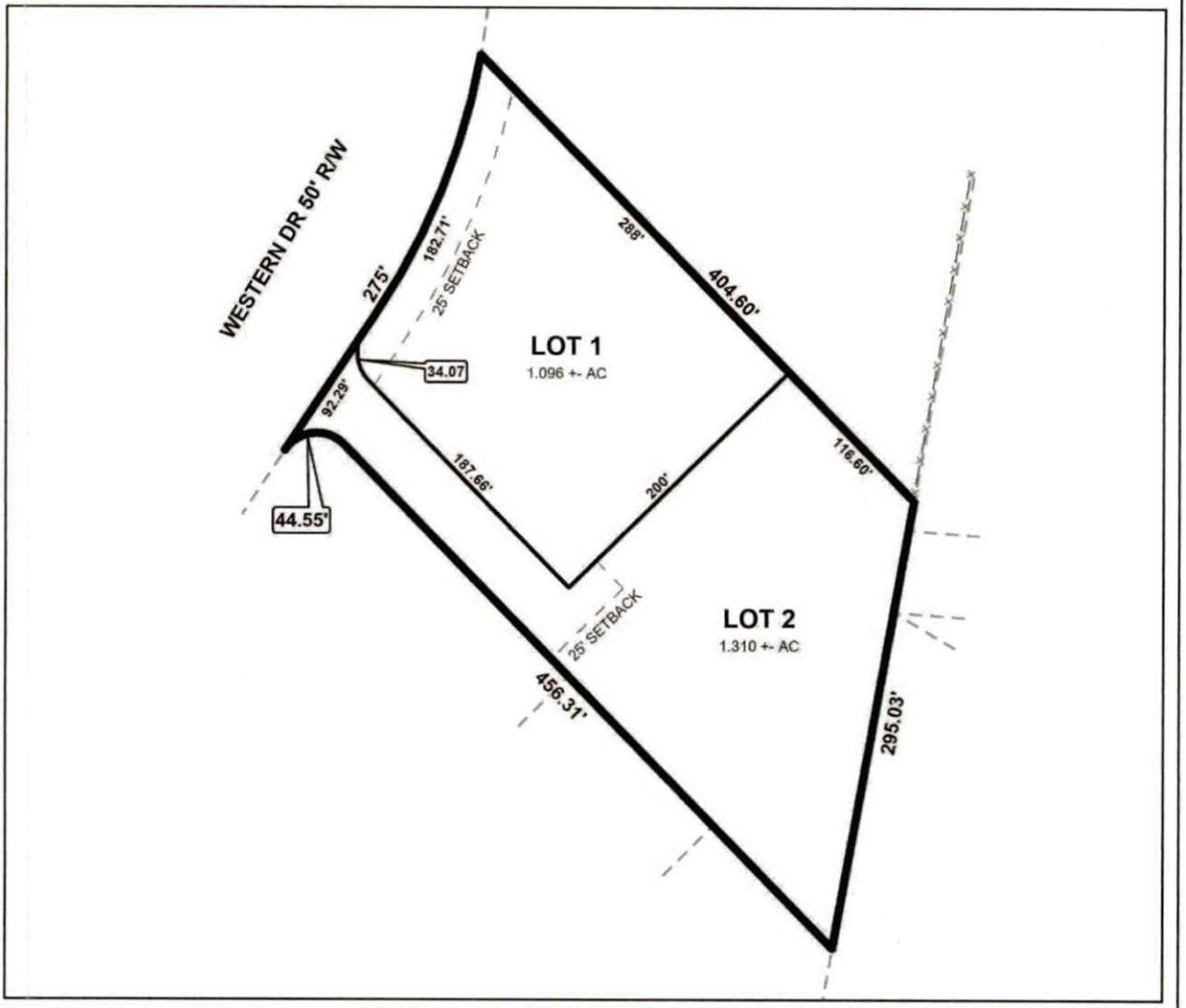
REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1

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

N

NTS

SITE PLAN



The site plan illustrates proposed lots and setbacks.

APPLICATION NUMBER 30 DATE July 16, 2026	N
APPLICANT Aiden Property Subdivision	
REQUEST Subdivision, Rezoning from B-3 and I-1 to I-1	NTS

DETAIL SITE PLAN

APPLICATION NUMBER 30 DATE July 16, 2026

APPLICANT Aiden Property Subdivision

REQUEST Subdivision, Rezoning from B-3 and I-1 to I-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)	■					○								■	■	■		○											

LIGHT INDUSTRY / BUSINESS CENTER (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. This designation may also include uses such as complementary offices and retail, and areas that may be regarded as "industrial business", including business administration and logistics operations for industrial concerns, building trade contractors facilities and advanced research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks.

Development Intent

- If the use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements.
- Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods.
- Development may take the form of planned campuses in park-like settings or unified design corridor with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.
- Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations.
- Protection buffers may also be required.
- Higher quality building design should be encouraged at highly visible sites.

Land use mix

Primary Uses

- Light Industrial / Clean Manufacturing
- Warehousing / Logistics
- Office

Secondary Uses

- Commercial
- Civic
- Parks

Housing mix

- A range of housing may be considered but it is not intended for these areas.

Character Example

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for an Amendment to the
Downtown Development District Regulating Plan to Consider the Proposed
Rezoning of Property Located at 255 Church Street from T-5.2 to T-6

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 4, 2026**, a public hearing will be held on the **8th** day of **September**, 2026 at 10:30 a.m., to consider adoption of an ordinance to amend the Downtown Development District Regulating Plan to consider the proposed rezoning of property located at 255 Church Street from T-5.2 to T-6..

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 ORDINANCEAMENDING 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:

BEGINNING AT THE SOUTHWEST CORNER OF CHURCH AND JOACHIM STREETS; MOBILE, ALABAMA, RUN THEN SOUTHWARDLY ALONG THE WEST LINE OF JOACHIM STREET, 207.29 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 134 DEGREES 39 MINUTES RUN SOUTHWESTWARDLY ALONG NEW RIGHT OF WAY LINE, 140.65 FEET TO A POINT ON THE NORTH LINE OF MONROE STREET; THENCE WITH AN INTERIOR ANGLE OF 134 DEGREES 38 MINUTES RUN WESTWARDLY 111.05 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 92 DEGREES 43 MINUTES NORTHWARDLY ALONG EAST LINE OF JACKSON STREET 308.58 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 87 DEGREES 02 MINUTES RUN EASTWARDLY ALONG SOUTH LINE OF CHURCH STREET, 221.86 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS 255 CHURCH STREET, MOBILE, ALABAMA 36602.

ALSO:

FROM THE SOUTHEAST CORNER OF CHURCH AND JACKSON STREETS, MOBILE, ALABAMA, RUN THENCE SOUTHWARDLY ALONG EAST LINE OF JACKSON STREET,

308.58 FEET TO A POINT, SAID POINT BEING THE NORTHEAST INTERSECTION OF JACKSON STREET AND MONROE STREET (NOW VACANT) FOR THE POINT OF BEGINNING OF HEREIN DESCRIBED PROPERTY; THENCE CONTINUE SOUTHWARDLY ALONG THE EAST LINE OF JACKSON STREET, 107.44 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 47 DEGREES 21 MINUTES RUN NORTHEASTWARDLY ALONG NEW RIGHT OF WAY LINE OF JOACHIM STREET, 150.82 FEET TO A POINT OF INTERSECTION WITH THE ORIGINAL NORTH LINE OF MONROE STREET; THENCE WITH AN INTERIOR ANGLE OF 45 DEGREES 22 MINUTES RUN WESTWARDLY ALONG SAID ORIGINAL NORTH LINE OF MONROE STREET, 111.05 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS 255 CHURCH STREET, MOBILE, ALABAMA 36602.

The classification of said property is hereby changed from T-5.2 to T-6, 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 T-6, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a T-6, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 8th day of September, 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 5th day of August, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile located at **255 Church Street.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from T-5.2 to T-6.** 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 **T-6** 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 **T-6** 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 ORDINANCEAMENDING 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:

BEGINNING AT THE SOUTHWEST CORNER OF CHURCH AND JOACHIM STREETS; MOBILE, ALABAMA, RUN THEN SOUTHWARDLY ALONG THE WEST LINE OF JOACHIM STREET, 207.29 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 134 DEGREES 39 MINUTES RUN SOUTHWESTWARDLY ALONG NEW RIGHT OF WAY LINE, 140.65 FEET TO A POINT ON THE NORTH LINE OF MONROE STREET; THENCE WITH AN INTERIOR ANGLE OF 134 DEGREES 38 MINUTES RUN WESTWARDLY 111.05 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 92 DEGREES 43 MINUTES NORTHWARDLY ALONG EAST LINE OF JACKSON STREET 308.58 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 87 DEGREES 02 MINUTES RUN EASTWARDLY ALONG SOUTH LINE OF CHURCH STREET, 221.86 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS 255 CHURCH STREET, MOBILE, ALABAMA 36602.

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BEGINNING, ALSO KNOWN AS 255 CHURCH STREET, MOBILE, ALABAMA 36602.

The classification of said property is hereby changed **from T-5.2 to T-6,** 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 **T-6,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **T-6,** until the **condition** set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

James F. Watkins, Maynard Nexsen, PC
255 Church Street
Council District 2
Samantha Ingram

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 28, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **July 16, 2026**, considered the request of **James F. Watkins, Maynard Nexsen, PC,** for an **Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.2 to T-6,** for the property located at **255 Church 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,

[redacted]

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 22, 2026

James F. Watkins
11 North Water Street, Suite 24290
Mobile, AL 36602

Re: 255 Church Street
ZON-UDC-003777-2026
James F. Watkins, Maynard Nexsen, PC
District 2
Amendment to the Downtown Development District Regulating Plan to Rezone the property from T-5.2 to T-6

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

At its meeting on July 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 **T-6**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, 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 **T-6**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description and is **$352.64**. 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

[redacted]

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:	11 North Water Street, Suite 24290 Mobile, AL 36602	11 North Water St., Suite 24290, Mobile, AL 36602
Email:	[redacted]	
Phone:		
Email:		
Name:		

[redacted]

	Owner	Design Professional
Name:	Shree Krishna Hospitality, LLC	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

255 Church Street, Mobile, AL 36602 — Property Address

68,244Sq.Ft/1.567 Acres — Property Area (acres or square feet)

2906400011165.000 — Parcel Number(s) or Key Number(s)

T 5 2 — Present Zoning or Transect District

T 6 — 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).

[redacted] pplicant whose name is signed hereto that all of the above facts are

6/9/2026
Date

6/10/26
Date

TICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
erty, which is under consideration for Planning Commission/City Council approval, a sign
t the City of Mobile will erect and maintain said sign for the prescribed period of time.

6/10/26
Date

[redacted]

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

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The site is located in the Downtown Development Area under the Map for Mobile, In that district, infill development that promotes and compliments the existing character of the district and promotes the pedestrian friendly environment is encouraged. Focus is on mixed use retail, office, restuarant, and residential uses are encouraged. Owner's ultimate use is as a mixed use hotel, retail and residential complex to replace the existing motel, all of which will promte the development directives of the Map for Mobile.

Downtown	T 6
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.

Initially, the demolishion of the existing motel will improve the look and feel of the surrounding areas. It is dated and of a style which is not favored by tourists coming into downtown. Redevelopment of the site as a mixed use hotel/retail/residential facility will provide much needed hotel space to support the new Regiosn Arena as well as the downtown airport and increasing cruise terminal traffic. Residential , retail, and restuarant offering associated with the project will provide quality of life improvements to the surrounding neighborhoods.

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

The City's redevelopment of the former Civic Center site, the re location of the airport, and the increased cruise traffic are all changes that support the need for additional hotel space. Tourists and business travelers want hotels with interior opening doors for security making the current motel use obsolete. Increased interest in downtown living together with growth in downtown employment at Austal, AirBus and Port related operations have increased the demand for residential offerings in the downtown area.

[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.
   Recently the areas around the subject property have seen several significant re development and new development projects. The City's demolishion fo the Civic Center and the construction of the Regions Arena, as well as the Corps of Engineers building have focused new attention on this area of downtown. There aree several new restaurants, bars and breweries that have opened south of Government Street.

2. Describe the surrounding land uses.
   Uses around the site include Government Plaza, which houses adminstration and judicial functions for the City, hotels, commercial office space, churches, and museums. Mardi Gras Park and Fort Conde Welcome Center in near by.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   Given the proximity to other hotels, Government Plaza, and commercial offices the usual concerns about traffic, noise and lighting that come with development near residential uses are not as significant, Stormwater run off and drainage is always a concern but the re development of the site will comply with all City ordinances in that regard and, given the age of the existing facilities, likely will be improved as a part ofthe new project.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   There appears to be adaquate infrastructure in place to support 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.
   As the development of areas around the Downtown DIstrict continues (airport, arena, cruise lines, manufacturing and logistics) the need for additional hotel and residential offerings in downtown will be needed to accommodate the increased demands.

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

The site in in the Downtown Development District and also the Church Street East Historic District. Development of the site will require complaince with the form based codes and architectural standards of those regulating bodies.

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project Quality Inn Redevelopment

Address 255 Church Street, Mobile, Alabama 36602

Owner Shree Krishna Hospitality, LLC

Add [redacted]

Pho [redacted]

Authorized Agent James F. Watkins

Address Maynard Nexsen PC 11 North Water Street, Suite 24290, Mobile,AL Zip Code 36602

Ph [redacted]

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

James F. Watkins

Signature Print

6 10 2026 Agent

Date Affiliation to project/Organization

[redacted]

REZONING JUSTIFICATIONS

The subject site at 255 Church Street is currently used as a Quality Inn Motel. The structure is an older design which has rooms opening onto a parking lot. The building is dated and does not have amenities sought after by business or leisure travelers. The owner desires to redevelop the site into an upscale mixed use project with hotel, residential, retail and restaurant uses. It is anticipated that the structures to be built on the site will exceed the height limits established for the existing T-5-2 zoning classification. The owner is requesting a re-zoning of the property to the T-6 classification.

Changing conditions in the nearby area, as well a changes in Mobile, generally, support the owner's request. In the surrounding area the City of Mobile has recently demolished the Civic Center and Theatre to replace it with the new Regions Arena. The U.S. Corps of Engineers recently completed its new headquarters building bringing hundreds of employees to the area. As a part of each of these projects, the City of Mobile has constructed a large, multi-story parking garage a few blocks from the site. Each of these facilities has changed to landscape of the surrounding area and the scope and scale of these projects supports a change in the zoning of the site to allow for a larger, multi-story hotel and residential facility.

Further away from the site, Mobile is close to completing the relocation of its airport to Brookley Field. This will increase demand for downtown hotel rooms. New, year round cruise schedules from the Mobile Cruise Terminal, which is within walking distance to the site, also indicate additional hotel rooms will be needed. In recent years, there has been an increased demand for downtown residential opportunities where years earlier, there was limited interest in downtown residences. Increased manufacturing and growth at the Port of Mobile is brining additional business travelers to the city, further increasing demand for hotel and meeting space.

Last, within blocks of the site it should be noted that both the City/County complex and other hotel properties are built to heights exceeding that is allowed in the T-5-2 zoning designation. Though each of these facilities we in place before the Downtown Development District ordinance was adopted, allowing a taller facility to be built on the site would not be out of character with the site's immediate surroundings.

LAND TITLE SURVEY OF
LITY INN MOBILE

SITUATED IN SECTION ----,
WNSHIP 4 SOUTH, RANGE 1 WEST,
MOBILE COUNTY, ALABAMA

NOTES:

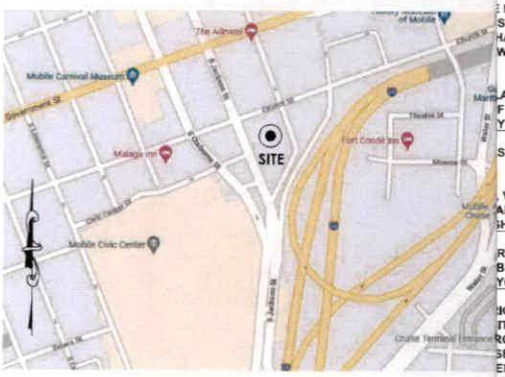
1. THE PARCEL SHOWN HEREON IS SUBJECT TO SETBACKS, EASEMENTS, ZONING, AND RESTRICTIC MAY BE FOUND IN THE PUBLIC RECORD OF SAID COUNTY.
2. ALL EASEMENTS AND RIGHT-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SI HERON.
3. THE UNDERGROUND UTILITIES HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR DRAWINGS. HOWEVER, THERE MAY EXIST UNDERGROUND UTILITIES OR BURIED PIPES WHICH WE LOCATED OR OF WHICH THE SURVEYOR HAS NO KNOWLEDGE. THE SURVEYOR MAKES NO GUARA THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHE SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGRO UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED BECAUSE THE UNDERGROUND UTILIT NOT PHYSICALLY LOCATED.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE ALABAMA STATE PLANE COORDINATE SYSTE AZIMUTH (ALABAMA WEST ZONE) (NAD 83) AND WERE DETERMINED USING GPS OBSERVATION.
5. ACCORDING TO THE FLOOD INSURANCE RATE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR ALABAMA (COMMUNITY PANEL 01073C0261J, EFFECTIVE DATE MARC 2019), THIS SITE LIES WITHIN ZONE X, DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN".
6. SURVEY PREPARED FOR: SHREE KRISHNA HOSPITALITY, L.L.C..
7. THIS SURVEY IS VALID ONLY WITH AN ORIGINAL SIGNATURE AND A LEGIBLE SEAL.
8. ELEVATIONS SHOWN ARE BASED ON USGS DATUM NAVD 88.

GRAPHIC SCALE
15 30 60 120
(IN FEET)
1 inch = 30 ft.

LEGEND

	UTILITY POLE
	LIGHT POLE
	GUY WIRE
	ELECTRIC BOX
	WATER VALVE
	TELEPHONE MANHOLE
	GAS METER
	STORM MANHOLE
	GRATE INLET
	SANITARY MANHOLE
	CLEANOUT
	SIGN
	BOLLARD
	TREE
P	OVERHEAD ELECTRIC
UP	UNDERGROUND ELECTRIC
x	FENCE
	ASPHALT
	BRICK
	CONCRETE

VICINITY MAP (N.T.S.)



TITLE COMMITMENT

BER 16, 2022 PREPARED BY FIRST AMERICAN TITLE COMPANY
THE TITLE COMMITMENT)

S OR DAMAGE RESULTING FROM THE TERMS AND PROVISIONS OF ANY

WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE

S OR DAMAGE RESULTING FROM THE TERMS AND PROVISIONS OF ANY
LE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED

VERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN
ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE
E B, PART I-REQUIREMENTS ARE MET. NOT ADDRESSED BY SURVEYOR.

AR 2022 AND SUBSEQUENT YEARS, NOT YET DUE AND PAYABLE. NOT

NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING
SESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (B)
HAT MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH
WN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS. NOT

AIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD
F THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF
YOR.

S, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORD. AS SHOWN

VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE
AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT
HOWN ON SURVEY.

RVICES, LABOR OR MATERIALS IN CONNECTION WITH IMPROVEMENTS,
BEFORE, ON OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC
YOR.

IGHTS TO MINERALS AND SIMILAR SUBSTANCES, INCLUDING BUT NOT
ITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND, AND GRAVEL LOCATED IN, ON,
ROM THE LAND, WHETHER SUCH OWNERSHIP OR RIGHTS ARISE BY LEASE,
SERVATION, OR OTHERWISE; AND (B) ANY RIGHTS, PRIVILEGES,
EMENTS ASSOCIATED THEREWITH OR APPURTENANT THERETO, WHETHER
CEPTED IN (A) OR (B) APPEAR IN THE PUBLIC RECORDS OR ARE SHOWN IN
VEYOR.

TEL/MEMPHIS, INC. RECORDED IN REAL PROPERTY BOOK 6127, PAGE 335.

ID7 CAPITAL THREE, LLC RECORDED IN REAL PROPERTY BOOK 6622, PAGE

TITLE PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOBILE, STATE OF ALABA
DESCRIBED AS FOLLOWS:
PARCEL A:
BEGINNING AT THE SOUTHWEST CORNER OF CHURCH AND JOACHIM STREETS, MOBILE, ALABAMA, SOUTHWARDLY ALONG THE WEST LINE OF JOACHIM STREET, 207.29 FEET TO A POINT; THENCE WIT OF 134 DEGREES 39 MINUTES RUN SOUTHWESTWARDLY ALONG NEW RIGHT OF WAY LINE, 140.65 F THE NORTH LINE OF MONROE STREET; THENCE WITH AN INTERIOR ANGLE OF 134 DEGREES 38 MIN WESTWARDLY 111.05 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE OF 92 DEGREES 43 MINU ALONG EAST LINE OF JACKSON STREET 308.58 FEET TO A POINT; THENCE WITH AN INTERIOR ANGL MINUTES RUN EASTWARDLY ALONG SOUTH LINE OF CHURCH STREET, 221.86 FEET TO THE POINT O KNOWN AS 255 CHURCH STREET, MOBILE, ALABAMA 36602.
PARCEL B:
FROM THE SOUTHEAST CORNER OF CHURCH AND JACKSON STREETS, MOBILE, ALABAMA, RUN THE ALONG EAST LINE OF JACKSON STREET, 308.58 FEET TO A POINT, SAID POINT BEING THE NORTHEA JACKSON STREET AND MONROE STREET (NOW VACANT) FOR THE POINT OF BEGINNING OF HEREIN PROPERTY; THENCE CONTINUE SOUTHWARDLY ALONG THE EAST LINE OF JACKSON STREET, 107.4 THENCE WITH AN INTERIOR ANGLE OF 47 DEGREES 21 MINUTES RUN NORTHEASTWARDLY ALONG N LINE OF JOACHIM STREET, 150.82 FEET TO A POINT OF INTERSECTION WITH THE ORIGINAL NORTH L STREET; THENCE WITH AN INTERIOR ANGLE OF 45 DEGREES 22 MINUTES RUN WESTWARDLY ALON NORTH LINE OF MONROE STREET, 111.05 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS 255 MOBILE, ALABAMA 36602.

Y, L.L.C., FIRST AMERICAN TITLE INSURANCE COMPANY, ANDERS, BOYETT, BRADY & SMITH P.C.

T AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021
S FOR ALTA/NSPS LAND TITLE SURVEY, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND
(b), 7(b)(1), 8, 9, 11(a), 13, 18 AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED
N SITE WAS PERFORMED AFTER SEPTEMBER 22, 2022.

DATE: MAR. 3, 2023

ALABAMA LICENSED No. 23004 PROFESSIONAL LAND SURVEYOR B.C. JOHNSON

DATE	REVISIONS

T:\V_ARC00021 - Quality Inn Mobile\Survey\CivilDwg\V_ARC00021 QUALITY INN MOBILE.dwg

DRAWN BY: JAT
CHECKED BY: RKC
PROJECT No.: F_ARC00021
DATE: March 3, 2023
SCALE: 1" = 30'

PROJECT: QUALITY INN MOBILE
TITLE: ALTA/NSPS LAND TITLE SURVEY

120 BISHOP CIRCLE, SUITE 300 (PELHAM)
PELHAM, AL 35124
TEL - (205) 403-9158
1000 E. LAUREL AVENUE (FOLEY)
FOLEY, AL 36535
(251) 943-8960

EDG
ENGINEERING DESIGN GROUP, LLC
CIVIL ENGINEERING • LAND SURVEYING
(205) 403-9158 (251) 943-8960

SHEET NO.
1 OF 1

[redacted]

MAYNARDNEXSEN

June 25, 2026

HAND DELIVERY

Mr. Logan Anderson
City of Mobile Planning & Zoning
Government Plaza, Third Floor, South Tower
205 Government Street
Mobile, AL 36644

Re: Re-Zoning of 255 Church Street

Dear Logan:

Logan, enclosed is the Neighborhood Meeting packet for the above-referenced matter. Please note that photographs of notice signs were emailed previously.

Please give me a call if you have any questions or need anything further.

[redacted]

JFW/lbr

Enclosure

[redacted]

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: June 25, 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):

Re-zoning of 255 Church Street from T-5-2 to T-6

Neighborhood Meeting Date: June 24, 2026

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: Re-zoning of 255 Church Street, Mobile, AL 36602

Christ Church Cathedral - Parish Hall

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: _____)

[redacted]kins - Maynard Nexsen PC

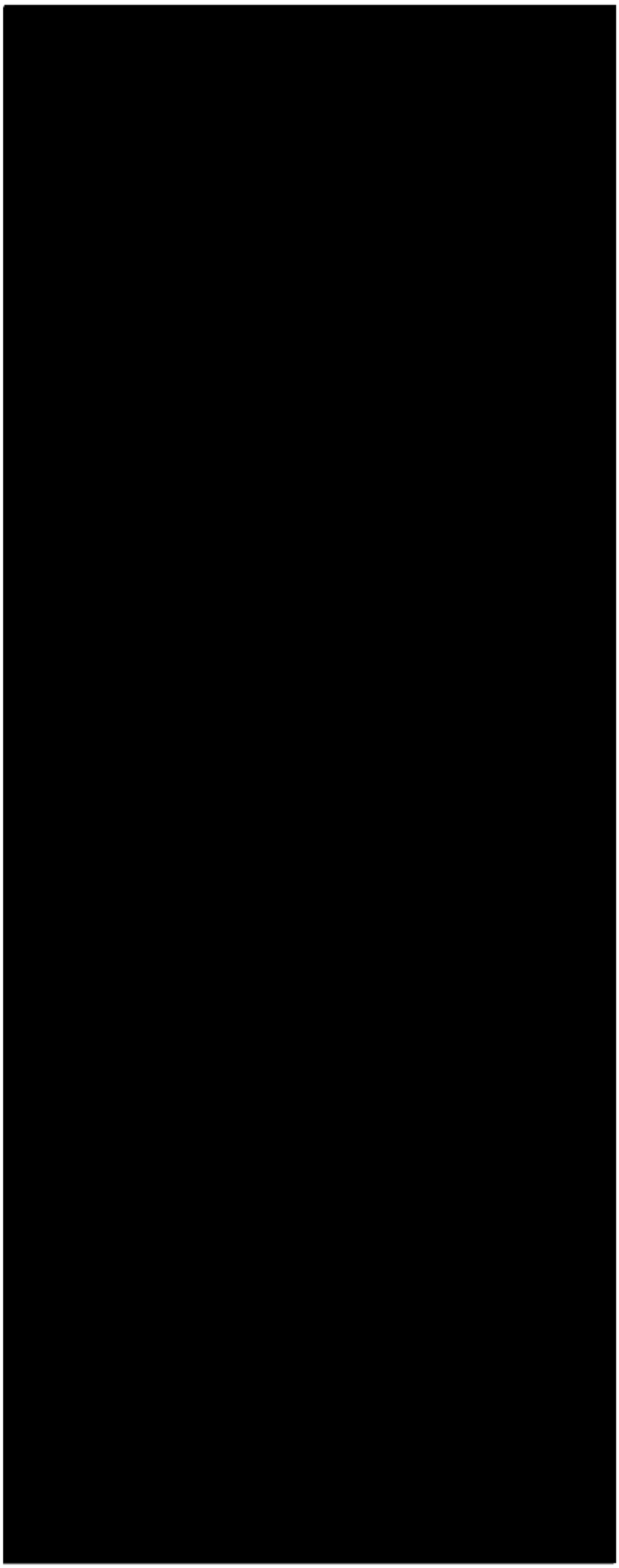
(First Name & Last Name)

to the accuracy of the documentation provided:

Date: June 25, 2026

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

Page 1



Notice of Neighborhood Meeting

June 4, 2026

Dear Property Owner(s):

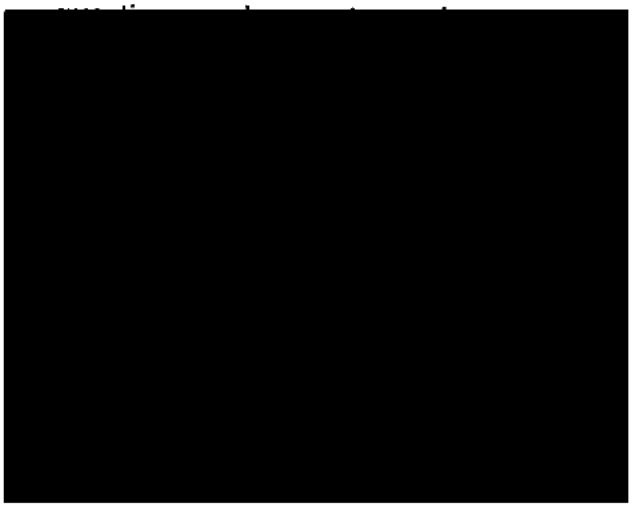
This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the application that Shree Krishna Hospitality, LLC, or its assigns, will be submitting to the Mobile City Planning Commission:

> Application for Re-zoning for property located at 255 Church Street, Mobile, Alabama 36602 from T-5.2 to T-6.

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

June 24, 2026
5:00 p.m
Christ Church Cathedral Chapter House
115 S. Conception Street
Mobile, Alabama 36602

You are receiving this notice because your property is located within 300 feet of 255 Church Street, Mobile, Alabama, in compliance with the notification requirements of Article 5 of the City of Mobile Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask



Neighborhood Meeting

Date: June 24, 2026

Time: 5:00 pm

Location of Neighborhood Meeting: 115 S. Conception St. Mobile – Christ Church Cathedral Chapter House

Project Location: 255 Church St. Mobile, AL

Project/Application (e.g. Rezoning from R-1 to B-1): Re-Zoning from T-5-2 to T-6

[redacted] ing to the Accuracy of This Sheet:

[redacted] Date: 6/24/26

Please Sign In:

[redacted]

Neighborhood Meeting Sign-In Sheet

Date: _____ **Meeting Location:** _____

Applicant: _____ **Application(s):** _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: June 24, 2026

Meeting Time: 5:00 PM

Meeting Location:
115 S. Concerption St., Mobile, AL 36602

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

Re-zoning of 255 Church Street from T-5-2 to T-6

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

An aerial and street view massing model showing scale of possible hotel and condominium/apartment buildings that could be develolped on the site

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):

Mr. Jeff Dean was the only person who appeared at the meeting. He revised the massing depictions and asked about construction practices with respect to how piles would be placed. He was concerned about construction noise and possible damage to his property.

No other people attended the meeting and there were no other questions.

Neighborhood Meeting Summary

Date: _____ Meeting Location: _____

Applicant: _____ Application: _____

(Meeting summary, continued)

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

The Neig[redacted]llowing time: 6:00 pm

Applican[redacted]acy of this summary:

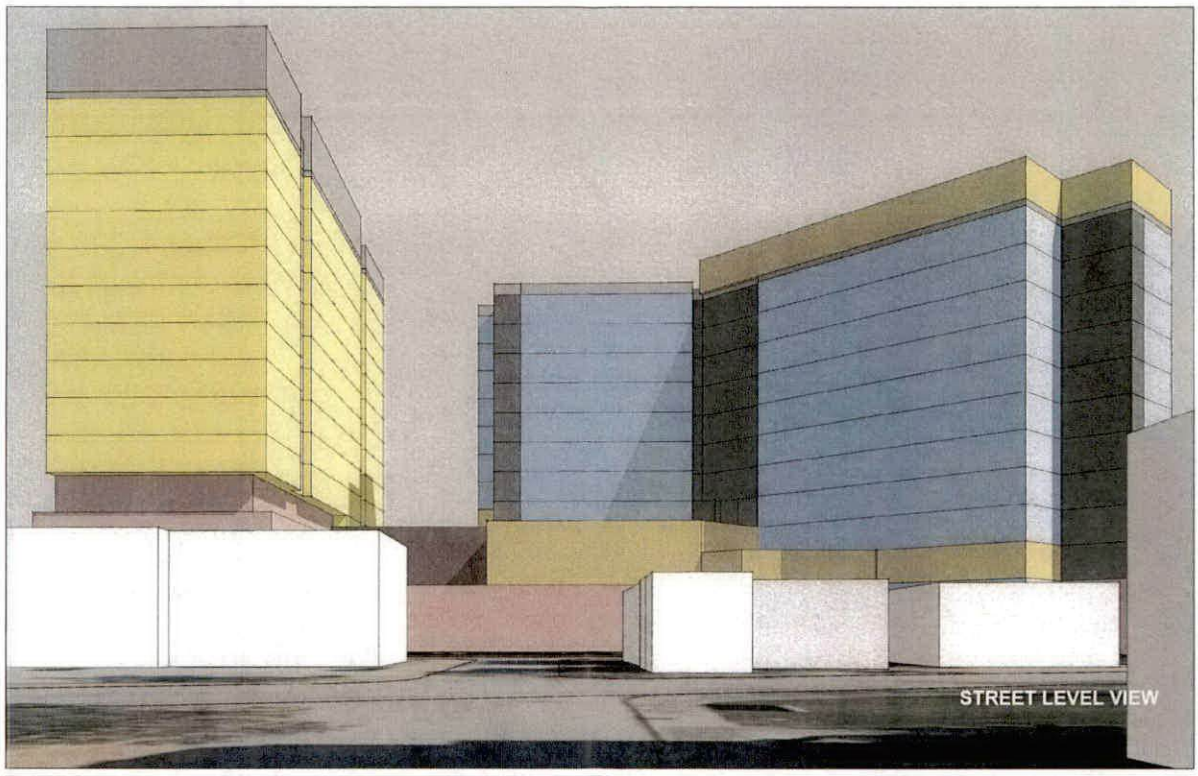
X[redacted] Date: 6/25/26

Page 25

CHURCH STREET MIXED-USE

MOBILE, ALABAMA

ELEVATE architecture studio



CHURCH STREET MIXED-USE

MOBILE, ALABAMA

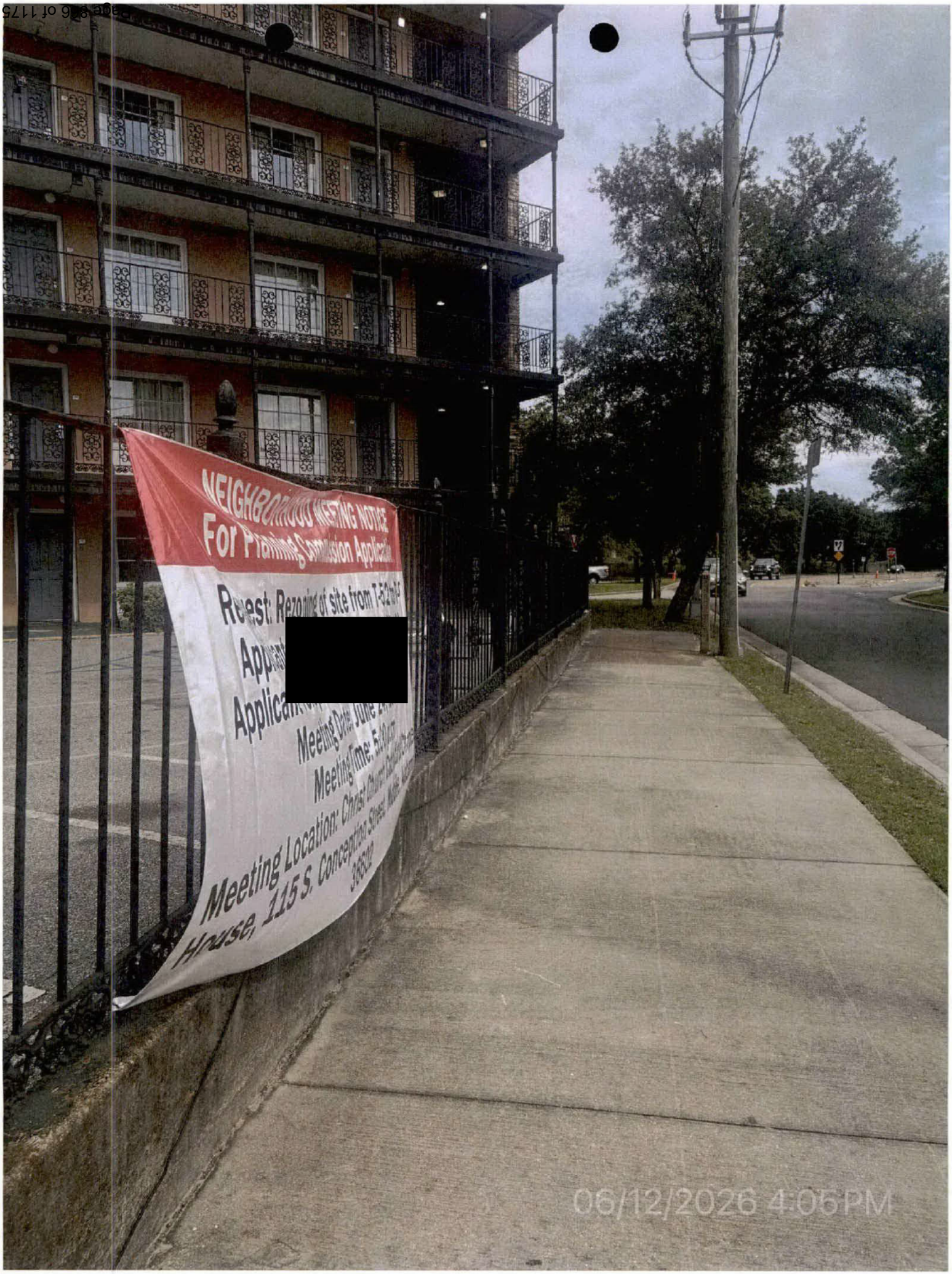
ELEVATE architecture studio

NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning of site from T-5.2 to T-6
Applicant: Shree Krishna Hospitality, LLC
Applicant Telephone Nu
Meeting Date: Ju
Meeting Time: 5:00 p.m.
Meeting Location: Christ Church Cathedral Chapter House, 115 S. Conception Street, Mobile, Alabama
06/12/2026 3:00 PM

CLEARANCE 10 FT.
NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Request: Rezoning of site from T-5.2 to T-6
Applicant: Shree Krishna Hospitality, LLC
Applicant Telephone Number: [redacted]
Meeting Date: June 2
Meeting Time: 5:00 p.m.
Meeting Location: Christ Church Cathedral Chapter House, 115 S. Conception Street, Mobile, Alabama 36602
06/12/2026 3:08 PM

06/12/2026 3:38 PM
NEIGHBORHOOD MEETING NOTICE
For Planning
Request: Rezoning of site from
Applicant
Applicant
Meeting Date: June 24, 2026
Meeting Time: 5:00 p.m.
Meeting Location: Christ Church Lutheran Church
House, 115 S. Conception Street, Mobile, Alabama
36602

Commission Application
Meeting Date: June 24, 2026
Meeting Time: 5:00 p.m.
Christ Church Cathedral Chapter
115 S. Conception Street, Mobile, Alabama
36602
S Jackson St
06/12/2026 4:05 PM


NEIGHBORHOOD MEETING NOTICE
For Planning Commission Application
Meeting Date: June
Meeting Time: 5:00 pm
Meeting Location: Christ Church
House, 115 S. Conception Street, Mobile
36602
06/12/2026 4:06PM

June 9, 2026

Urban Development Department

Planning Section

P.O. Box 1827

Mobile, AL 36633

RE: Application for Re-Zoning
255 Church Street, Mobile, Alabama 36602

Ladies and Gentlemen,

Please accept this letter as consent and approval of the filing of an Applicatioln for Re-Zoning of the property located at 255 Church Street, Mobile, Alabama 36602. Additionally, I appoint and authorize James F. Watkins of Maynard Nexsen, PC, as authorized agent, for the purposes of submitting an application for the re-zoning of said property from T-5-2 to T-6.

Thank you,

[redacted] limited liability company

[redacted]

PARCEL A:

Beginning at the Southwest corner of Church and Joachim Streets; Mobile, Alabama, run then Southwardly along the West line of Joachim Street, 207.29 feet to a point; thence with an interior angle of 134 degrees 39 minutes run Southwestwardly along new right of way line, 140.65 feet to a point on the North line of Monroe Street; thence with an interior angle of 134 degrees 38 minutes run Westwardly 111.05 feet to a point; thence with an interior angle of 92 degrees 43 minutes Northwardly along East line of Jackson Street 308.58 feet to a point; thence with an interior angle of 87 degrees 02 minutes run Eastwardly along South line of Church Street, 221.86 feet to the point of beginning, also known as 255 Church Street, Mobile, Alabama 36602.

PARCEL B:

From the Southeast corner of Church and Jackson Streets, Mobile, Alabama, run thence Southwardly along East line of Jackson Street, 308.58 feet to a point, said point being the Northeast intersection of Jackson Street and Monroe Street (now vacant) for the point of beginning of herein described property; thence continue Southwardly along the East line of Jackson Street, 107.44 feet to a point; thence with an interior angle of 47 degrees 21 minutes run Northeastwardly along new right of way line of Joachim Street, 150.82 feet to a point of intersection with the original North line of Monroe Street; thence with an interior angle of 45 degrees 22 minutes run Westwardly along said original North line of Monroe Street, 111.05 feet to the point of beginning, also known as 255 Church Street, Mobile, Alabama 36602.

Outlook

James F. Watkins, Maynard Nexsen, PC (ZON-UDC-003777-2026)

[redacted]

IMPORTANT - PLEASE READ
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.

Good morning,

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

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

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, July 1, 2026**.
   Note: To date, no Neighborhood Meeting documents have been received.

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

If the application fees are paid **by noon on Monday, June 15, 2026**, the case will be scheduled for the **July 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.

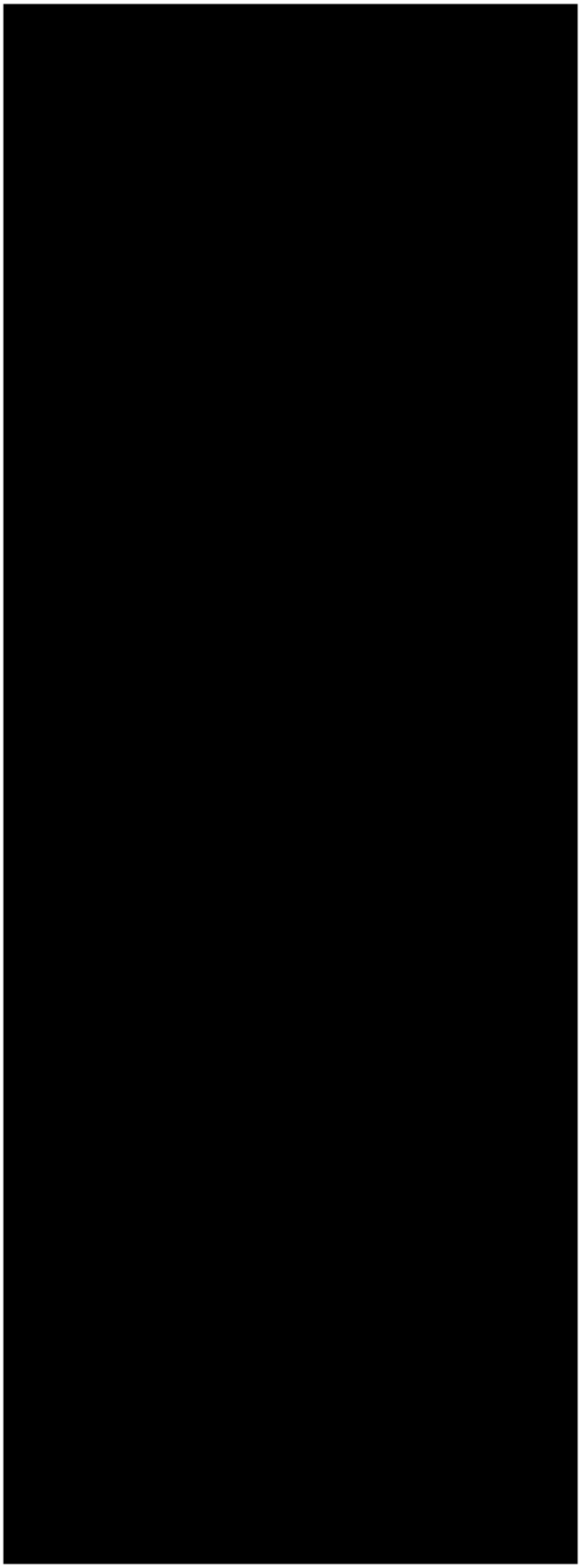
IMPORTANT - PLEASE READ
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately [redacted]

Important:
If the required Neighborhood Meeting documentation is not received by **July 1, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,

[redacted]



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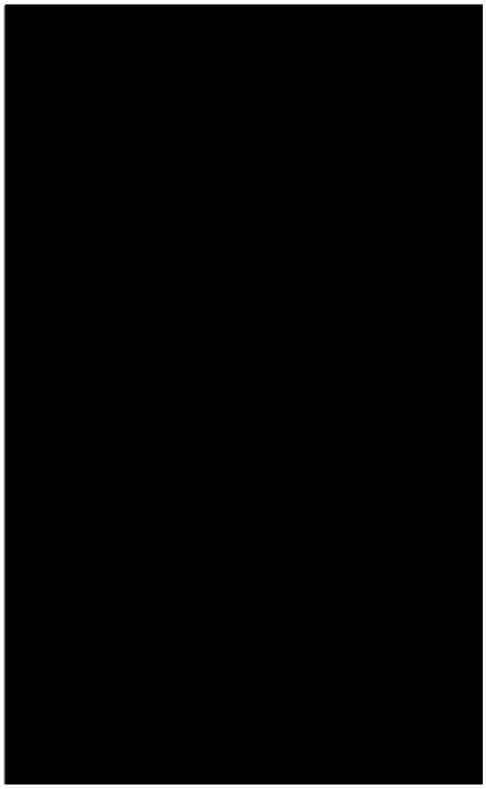


Agenda Item # 24

ZON-UDC-003777-2026

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

Applicant Materials for Consideration

DETAILS

Location:
255 Church Street

Applicant / Agent:
James F. Watkins, Maynard Nexsen, PC

Property Owner:
Shree Krishna Hospitality, LLC

Current Zoning:
T-5.2 Sub-District of the Downtown Development District

Proposed Zoning:
T-6 Sub-District of the Downtown Development District

Future Land Use:
Downtown

Neighborhood Meeting:

- A Neighborhood Meeting was required due to the proposed rezoning to a higher zoning classification.
- The meeting was held on June 24, 2026, at 5:00 PM at Christ Church Cathedral – Parish Hall (115 South Conception Street)

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from T-5.2 to T-6
- **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.

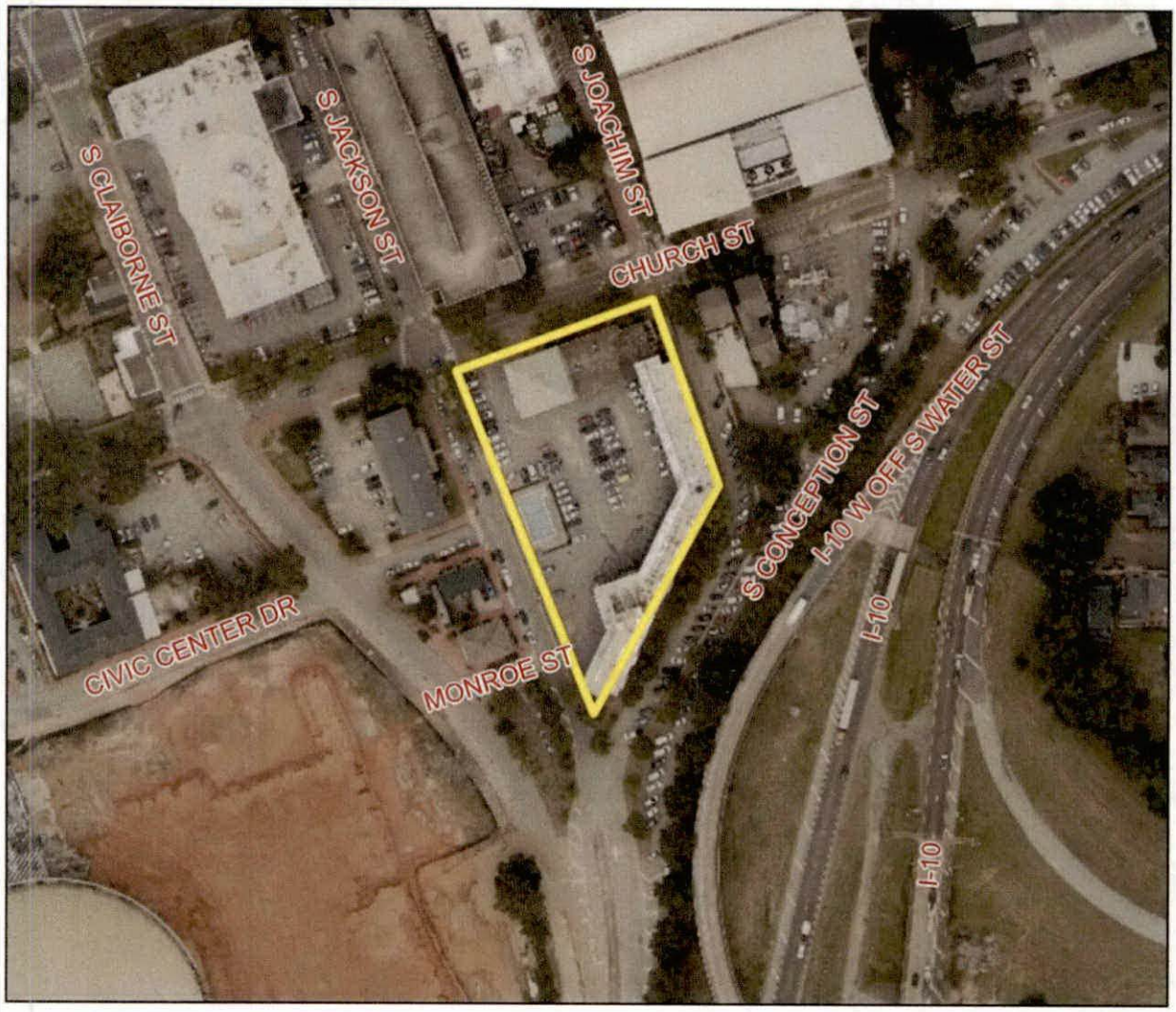
Commission Considerations:

1. Rezoning with one (1) condition.

Report Contents: **Page**

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 24 DATE July 16, 2026

APPLICANT James F. Watkins, Maynard Nexsen, PC

REQUEST Rezoning from T-5.2 to T-6

N

NTS

SITE HISTORY

The site was part of a Subdivision that was recorded in 1962. In 1972, a street segment was vacated and incorporated into the subject site.

In 1972, the site was before the Board of Zoning Adjustment and was granted Use, Building Site Area, Reduced Side & Rear Yard Setback, and Height Variances to allow the construction of an addition to the existing hotel.

In 1993, the site was granted a Sign Variance by the Board of Zoning Adjustment to allow 118.56 square feet of signage, rather than the maximum allowance of 64 square feet (at that time).

In 2007, the site came back to the Board of Zoning Adjustment and was granted a Sign Variance to allow 141 square feet of signage, rather than the maximum allowance of 64 square feet (at that time).

In January 2014, the City Council rezoned the site from B-4 to T-5.2, with the adoption of the Downtown Development District.

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:

A traffic impact study will be required. 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 Appendix A, Section 9.C 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 is requesting to rezone the subject property from the T-5.2 Sub-District of the Downtown Development District, to the T-6 Sub-District of the Downtown Development District, to allow mixed-use hotel, retail, and residential development to replace the existing motel.

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.

A Neighborhood Meeting was conducted in accordance with Article 5, Section 64-5-4 of the Unified Development Code (UDC) due to the request for rezoning to a higher zoning classification. The meeting was properly advertised, and notice of the date, time, and location was mailed to all property owners within 300 feet of the subject site. The meeting was held on June 24, 2026, at 5:00 PM at Christ Church Cathedral – Parish Hall (115 South Conception Street). According to the sign-in sheet provided by the applicant, one (1) member of the public, not associated with the application, attended. The meeting remained open until 6:00 PM, satisfying the requirement that Neighborhood Meetings be scheduled for a minimum of one (1) hour. The applicant submitted all required Neighborhood Meeting documentation within the prescribed timeframe and executed the required checklist attesting to the accuracy and completeness of the information provided.

The subject site is bordered by properties zoned T-5.2 Sub-District of the Downtown Development District, on all sides. The Downtown Development District (DDD) regulations state that for rezoning applications, "increases to the next higher transect sub-district provided the lot is adjacent to a lot of the higher transect sub-district for which the increase is requested."

The applicant submitted a site plan depicting the existing motel development, as well as a three-dimensional depiction of a possible redevelopment of the site. It should be noted that any redevelopment of the site must be reviewed by the Consolidated Review Committee (CRC) to determine compliance with DDD regulations, as well as the Architectural Review Board (ARB) to determine compliance with historic development guidelines.

Any proposed signage associated with future development of the property must comply with the sign regulations of the UDC and obtain separate permits through the Planning and Zoning Department.

As justification for the rezoning request, the applicant cites the redevelopment of the Civic Center site, the relocation of the airport, and increased cruise traffic.

Finally, the subject site consists of two (2) legal lots of record and a vacated street right-of-way. As such, prior to the issuance of permits to redevelop the site, a one (1) lot Subdivision must be completed.

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.

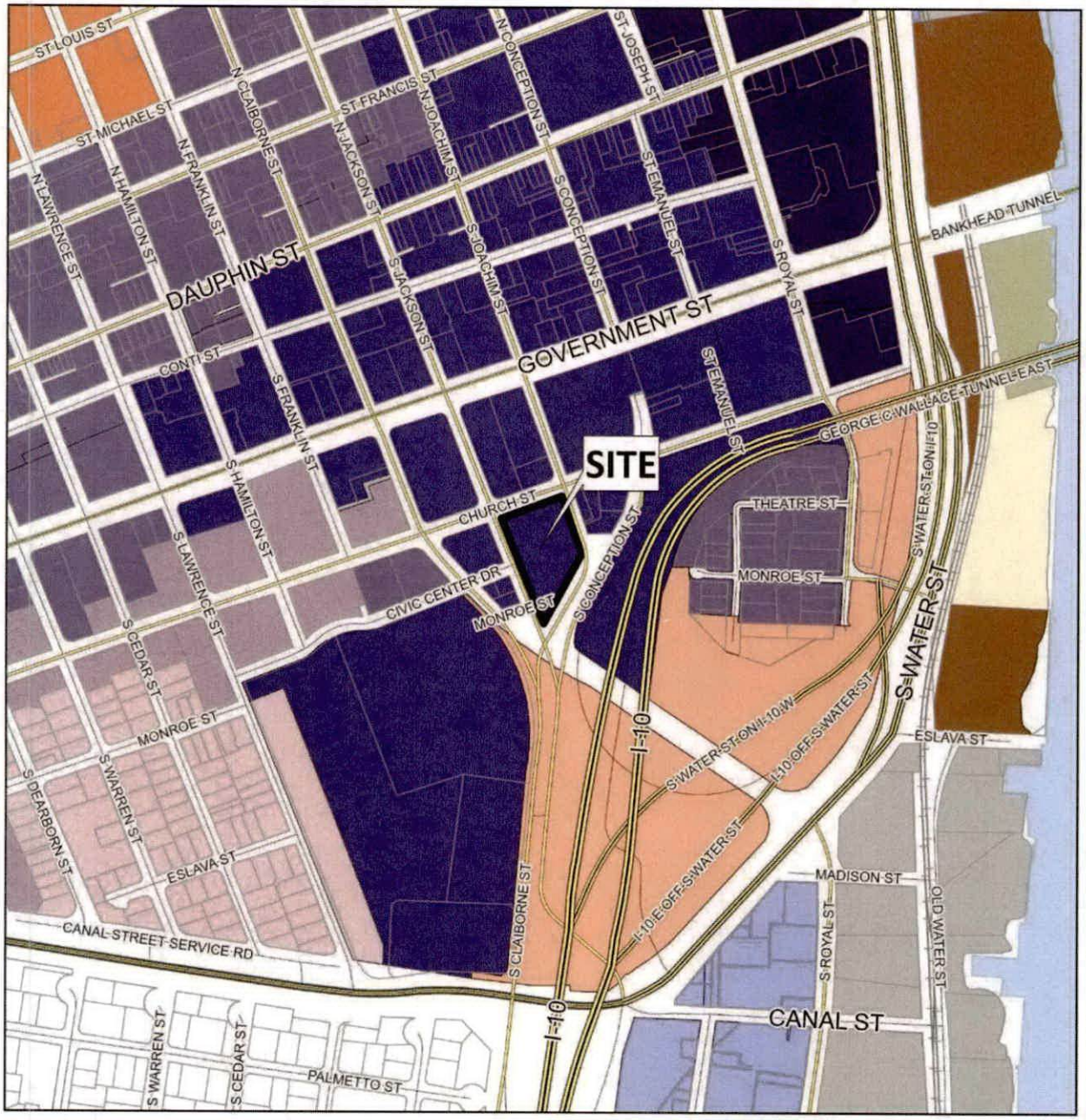
The applicant's responses to address the above criteria are available in the link on page one (1).

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 24 DATE July 16, 2026	N
APPLICANT James F. Watkins, Maynard Nexsen, PC	
REQUEST Rezoning from T-5.2 to T-6	NTS

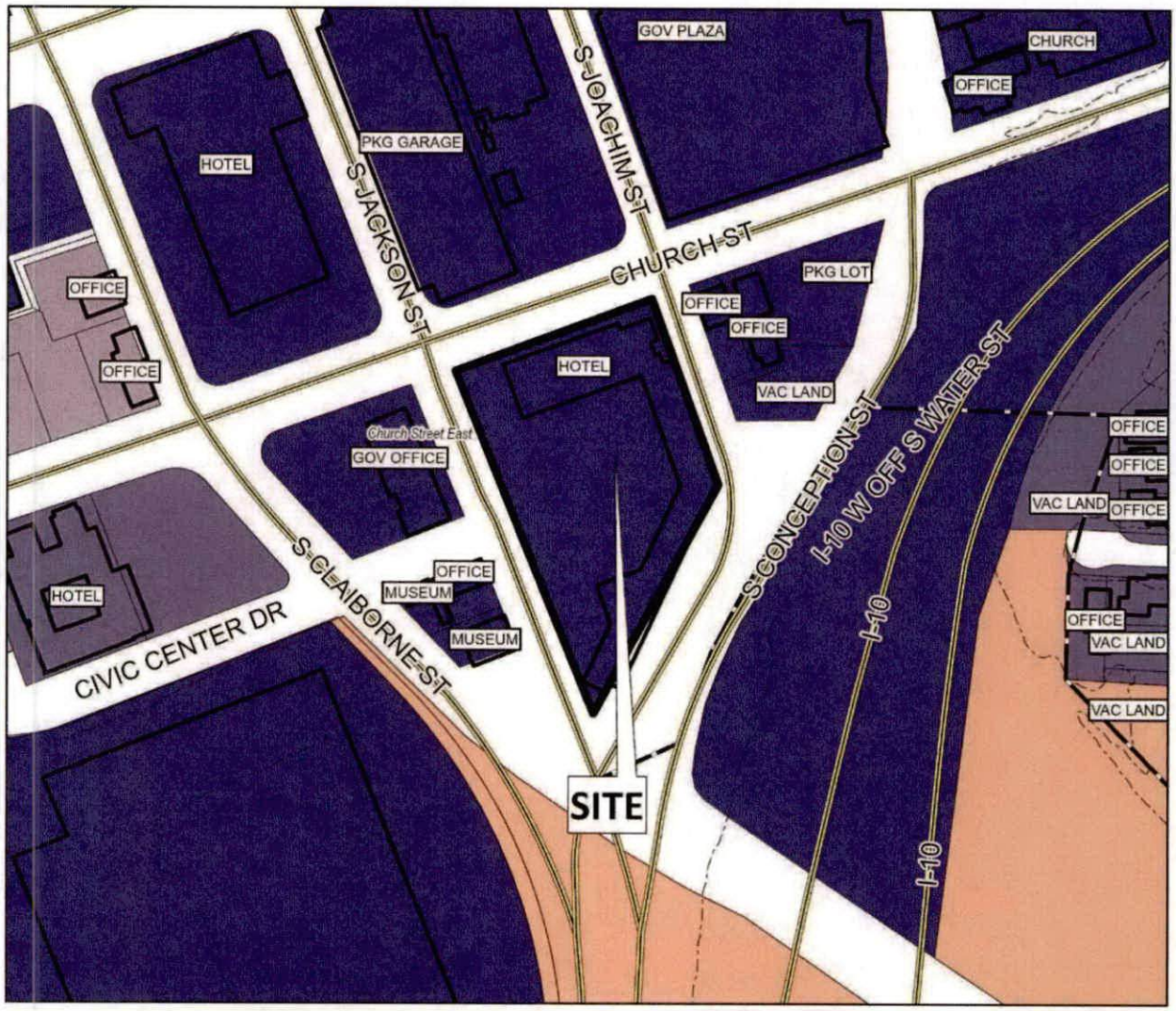
FLUM LOCATOR MAP

APPLICATION NUMBER 24	DATE July 16, 2026		
APPLICANT James F. Watkins, Maynard Nexsen, PC			
REQUEST Rezoning from T-5.2 to T-6			
Low Density Residential	Neighborhood Center - Traditional	Light Industry	Water Dependent
Mixed Density Residential	Neighborhood Center - Suburban	Heavy Industry	
Downtown	Traditional Corridor	Institutional	
District Center	Mixed Commercial Corridor	Parks, Open Space	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 24 DATE July 16, 2026

APPLICANT James F. Watkins, Maynard Nexsen, PC

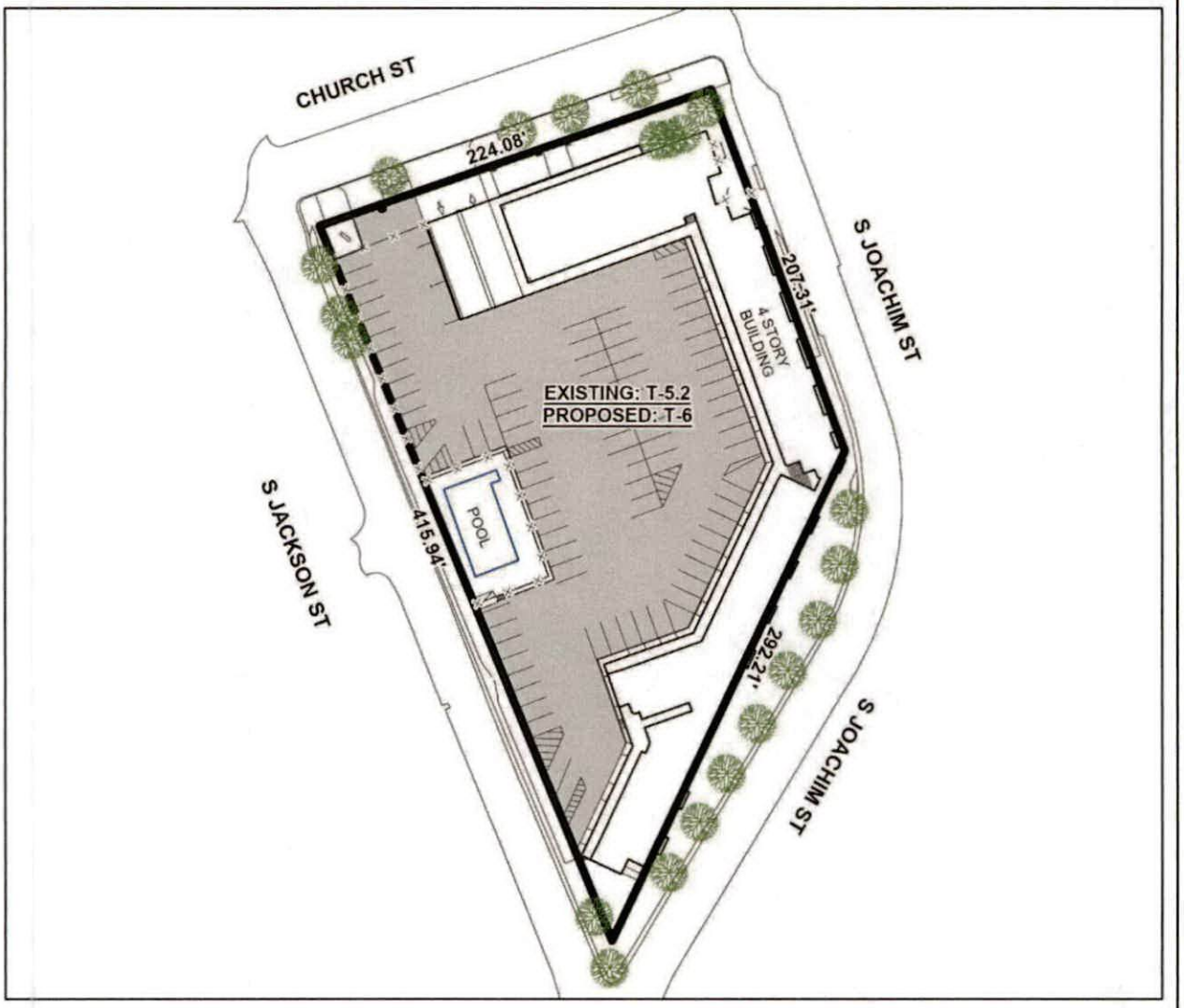
REQUEST Rezoning from T-5.2 to T-6

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, existing buildings, and parking.

APPLICATION NUMBER 24 DATE July 16, 2026	N
APPLICANT James F. Watkins, Maynard Nexsen, PC	
REQUEST Rezoning from T-5.2 to T-6	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)	■					○								■	■	■		○											

DOWNTOWN (DT)

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric. As a land use district, Downtown is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes. As the City's and region's center for commercial and service employment, Downtown supports intense development and a dynamic combination of uses: specialty and regional retail shopping and offices; business support services; urban housing at higher densities (starting at 10 du/ac); civic, educational and cultural destinations; entertainment options; and other public amenities including active and passive park space. The successful integration of a mix of housing types and densities will be critical to achieve a vibrant, active Downtown Mobile.

Development Intent

- Support new, redeveloped and adaptively reused buildings that frame attractive, human-scaled streetscapes, memorable and safe public spaces, bicycle and pedestrian-friendly streets and allow for convenient access to jobs, housing, and entertainment.
- Support infill development that provides better utilization of land, reduces surface parking, and is compatible with its surroundings.
- Building siting, form, and scale will vary by context within Downtown as defined in the zoning.
- Protect and enhance the historic and cultural heritage of the City.

Land use mix

Primary Uses

- Commercial
- Office
- Civic
- Residential, Multifamily

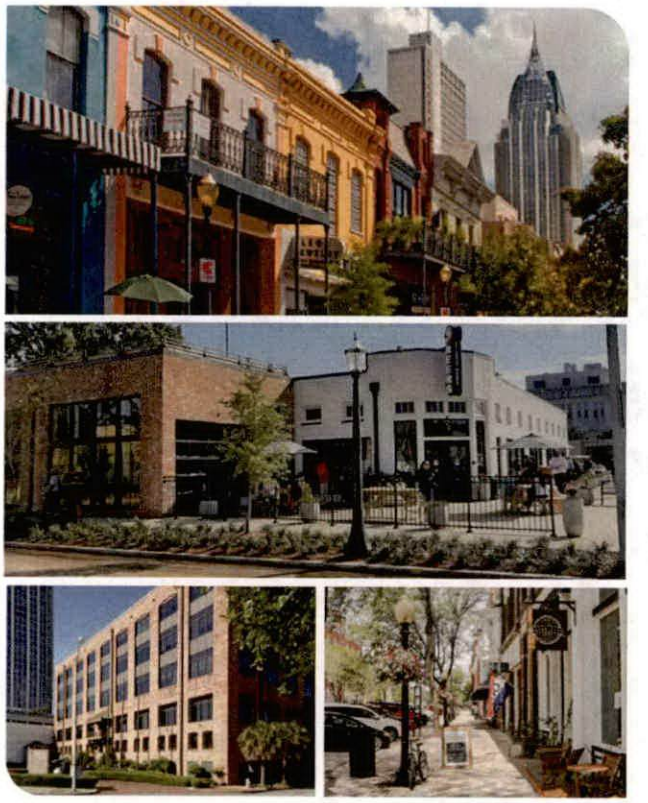
Secondary Uses

- Residential, Attached
- Residential, Single Family
- Parks

Housing mix

- Residential units above ground-floor retail
- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes
- Single family homes

Character Example



Downtown includes a wide range of building types including high-rise offices, one and two-story mixed use buildings, various civic buildings, and historic single family homes. Detailed expectations for future development vary throughout Downtown and are contained in the Downtown Development District code.

Rendering: Dover Kohl

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 2665 Government Boulevard
and 604 and 610 Mandrell Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 4, 2026**, a public hearing will be held on the **8th** day of **September**, 2026 at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2665 Government Boulevard and 604 and 610 Mandrell Street R-1, Single-Family Residential Suburban District, and B-2, Neighborhood Business Suburban District, to R-1, Single-Family Residential Suburban District, and B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

COMMENCING AT A CAPPED REBAR AT THE NORTHEAST CORNER OF LOT 19, SHANNON HEIGHTS, AS RECORDED IN MAP BOOK 3 PAGE 307, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00°00'13" WEST ALONG THE WEST LINE OF MANDRELL STREET 100.03 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 00°00'13" WEST ALONG SAID WEST LINE 300.16 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 89°20'13" WEST 222.74 FEET TO A POINT; THENCE NORTH 00°42'35" EAST 41.26 FEET TO A CRIMPED TOP PIPE; THENCE NORTH 88°17'10" EAST 12.61 FEET TO A CRIMPED TOP PIPE; THENCE NORTH 00°42'35" EAST 89.61 FEET TO A CRIMPED TOP PIPE; THENCE SOUTH 89°28'53" WEST 121.55 FEET TO A CRIMPED TOP PIPE ON THE EAST LINE OF GOVERNMENT BOULEVARD; THENCE NORTH 35°28'13" EAST ALONG SAID EAST LINE 213.43 FEET TO A REBAR; THENCE SOUTH 02°12'27" EAST 3.61 FEET TO A CRIMPED TOP PIPE; THENCE NORTH 89°20'13" EAST 206.10 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from Single-Family Residential Suburban District (R-1) and Neighborhood Business Suburban District (B-2) to Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an R-1 and 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 R-1 and B-3, until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 8th day of September, 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 5th day of August, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile,located at **2665 Government Boulevard and 604 and 610 Mandrell Street.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Single-Family Residential Suburban District (R-1) and Neighborhood Business Suburban District (B-2) to Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3).** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-1 and 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 **R-1 and B-3** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

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

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

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

COMMENCING AT A CAPPED REBAR AT THE NORTHEAST CORNER OF LOT 19, SHANNON HEIGHTS, AS RECORDED IN MAP BOOK 3 PAGE 307, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00°00'13" WEST ALONG THE WEST LINE OF MANDRELL STREET 100.03 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 00°00'13" WEST ALONG SAID WEST LINE 300.16 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 89°20'13" WEST 222.74 FEET TO A POINT; THENCE NORTH 00°42'35" EAST 41.26 FEET TO A CRIMPED TOP PIPE; THENCE NORTH 88°17'10" EAST 12.61 FEET TO A CRIMPED TOP PIPE; THENCE NORTH 00°42'35" EAST 89.61 FEET TO A CRIMPED TOP PIPE; THENCE SOUTH 89°28'53" WEST 121.55 FEET TO A CRIMPED TOP PIPE ON THE EAST LINE OF GOVERNMENT BOULEVARD; THENCE NORTH 35°28'13" EAST ALONG SAID EAST LINE 213.43 FEET TO A REBAR; THENCE SOUTH 02°12'27" EAST 3.61 FEET TO A CRIMPED TOP PIPE; THENCE NORTH 89°20'13" EAST 206.10 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed **from Single-Family Residential Suburban District (R-1) and Neighborhood Business Suburban District (B-2) to Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an **R-1 and 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 **R-1 and B-3,** until all of the conditions set forth

below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Bryant Properties (Byrd Surveying, Inc., Agent)
2665 Government Boulevard and 604 and 610 Mandrell Street
Council District 2
Samantha Ingram

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 28, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **July 16, 2026**, considered the request of **Bryant Properties (Byrd Surveying, Inc., Agent),** for a change in zoning from **Single-Family Residential Suburban District (R-1) and Neighborhood Business Suburban District (B-2) to Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3),** for the property located at **2665 Government Boulevard and 604 and 610 Mandrell 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,

[redacted]

Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 22, 2026

Kari Givens
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2665 Government Boulevard and 604 and 610 Mandrell Street
ZON-UDC-003732-2026
Bryant Properties (Byrd Surveying, Inc., Agent)
District 2
Rezoning from Single-Family Residential Suburban District (R-1) and Neighborhood Business Suburban District (B-2) to Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3).

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

At its meeting on July 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 **R-1, Single-Family Residential Suburban District, and B-3, Community Business Suburban District**:

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

As such, the Planning Commission voted to recommend approval of Rezoning the property to **R-1, Single-Family Residential Suburban District, and B-3, Community Business Suburban District** to the City Council, subject to the following conditions:

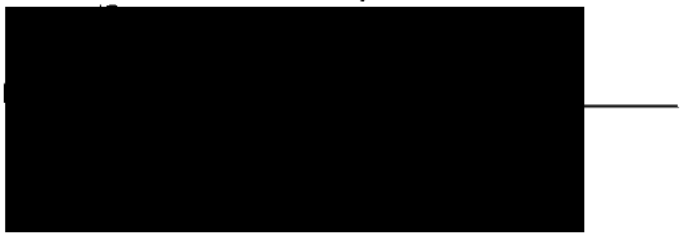
1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description and is $**354.92**. 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



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

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

---

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	[redacted]	
Phone:		
Email:		
Address:		

[redacted]

	Owner	Design Professional
Name:	EUNICE B. LECURU	
Firm:	ESTATE OF ROBERT C. BRYANT, SR.	
Phone:	[redacted]	
Email:		
Address:		

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

2665 GOVERNMENT BLVD. & 604-610 MANDRELL ST. — Property Address

1.687 ACRES — Property Area (acres or square feet)

KEY #00873380, 00873175, 02126274, 00873184 — Parcel Number(s) or Key Number(s)

B-2 & R-1 — Present Zoning or Transect District

B-3 & R-1 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

[redacted]

5/8/2026
Date

5/7/2026
Date

PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
n my property, which is under consideration for Planning Commission/City Council approval, a sign
rstand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

5/7/2026
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 MAP FOR MOBILE ALLOWS FOR A MIXTURE OF COMMERCIAL BUSINESSES - THIS AREA HAS EXISTING BUSINESSES THAT CONFROM TO THAT CRITERIA.

MIXED COMMERCIAL CORRIDOR
Future Land Use Map (FLUM) Designation

B-3 (SUBURBAN) & R-1 (SUBURBAN)
Requested Zoning

2. Was there a mistake or error in the original zoning map? ■ Yes ☐ No
If yes, describe the error
THE WEST PORTION OF PROPERTY IS ZONED B-2 AND THE REMAINDER OF PROPERTY IS ZONED R-1. B-3 BUSINESSES HAVE BEEN LOCATED IN THE B-2 PORTION FRONTING GOVERNMENT BOULEVARD.

3. Describe how this proposal promotes the community's health, safety, and welfare.
THE OWNER DOES NOT HAVE IMMEDIATE PLANS TO CHANGE THE BUILDINGS OR THE BUSINESS USES.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
THIS PROPOSAL IS TO CORRECT THE ZONING TO CONFORM TO THE BUSINESSES AND RESIDENCES ON SITE.

[redacted]

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

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

   THE BUSINESSES IN THIS AREA OF GOVERNMENT BOULEVARD HAVE BEEN STABLE FOR MANY YEARS.

2. Describe the surrounding land uses.

   AUTO DETAIL, WAL-MART, WILSON DISMUKES LAWN EQUIPMENT, TAYLOR MOTEL, DUDLEY'S LOUNGE, BOY SCOUTS OF AMERICA, SUBKING, AUTO SALES

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

   THERE WILL BE NO ADVERSE AFFECT.

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

   INFRASTRUCTURE IS IN PLACE.

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

   THIS PROPOSAL IS TO CORRECT THE CITY'S MISTAKE.

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

[redacted]

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, EUNICE B. LECURU, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of ESTATE OF ROBERT C. BRYANT, SR., a corporation for the property located within the city limits of Mobile, Alabama at 2665 GOVERNMENT BLVD. & 604-610 MANDRELL 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]

Designee (2)

Email

Phone Number

5/8/2026
Date

[redacted]

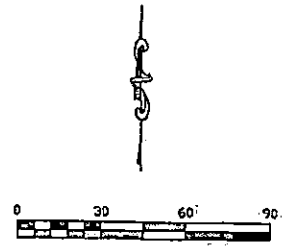
DESCRIPTION AND JUSTIFICATION FOR THE REZONING OF BRYANT PROPERTIES

THE PURPOSE OF THIS REZONING APPLICATION IS TO ASSIGN THE CORRECT ZONING CLASSIFICATION TO THE PAST AND CURRENT USE OF EACH PROPERTY.

THE ADJUSTMENTS ARE AS FOLLOWS:

1. 610 MANDRELL STREET IS ZONED R-1 (SUBURBAN) AND IT WILL REMAIN THE SAME.
2. 604 MANDRELL STREET IS ZONED B-2 (SUBURBAN) AND WE ARE PROPOSING R-1 (SUBURBAN).
3. 2665 GOVERNMENT BOULEVARD IS ZONED B-2 (SUBURBAN) AND R-1 (SUBURBAN). WE ARE PROPOSING B-3 (SUBURBAN) WHICH IS THE CORRECT ZONING CLASSIFICATION TO ALLOW AUTO SALES AND MAINTENANCE. THESE BUSINESS CLASSIFICATIONS HAVE OBTAINED CITY BUSINESS LICENSES AT THIS LOCATION IN EXCESS OF 35 YEARS.

SINCE THERE IS NOT ANY CHANGE IN THE CURRENT BUILDINGS OR USE, THE PARKING AND LANDSCAPE DATA IS OMITTED FROM THIS SITE PLAN.



Kreitner Street 50' R/W

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.

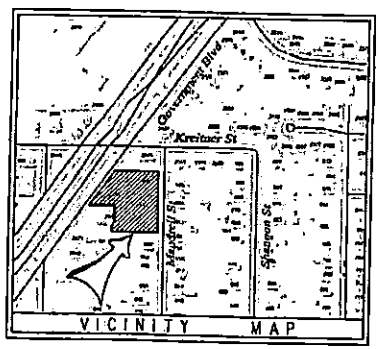
5. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

6. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

7. LOT 1 IS LIMITED TO ONE CURB CUT TO GOVERNMENT BOULEVARD SERVICE ROAD AND CURB CUTS FOR LOTS 2 AND 3 WILL REMAIN THE SAME AS EXISTING, WITH ANY CHANGES IN SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY NEW 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.

8. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2019-116 AND CITY CODE CHAPTERS 57 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM A COMMERCIAL SITE WILL REQUIRE A TREE REMOVAL PERMIT.

9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE. (2012 INTERNATIONAL FIRE CODE).



SOUTH 00°00'13" WEST ALONG THE WEST LINE OF MANDRELL STREET 100.03 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 00°00'13" WEST ALONG SAID WEST LINE 300.16 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 89°20'13" WEST 222.74 FEET TO A POINT; THENCE NORTH 00°42'35" EAST 41.26 FEET TO A CRIMPED TOP PIPE; THENCE NORTH 88°17'10" EAST 12.61 FEET TO A CRIMPED TOP PIPE; THENCE NORTH 00°42'35" EAST 89.61 FEET TO A CRIMPED TOP PIPE; THENCE SOUTH 89°28'53" WEST 121.55 FEET TO A CRIMPED TOP PIPE ON THE EAST LINE OF GOVERNMENT BOULEVARD; THENCE NORTH 35°28'13" EAST ALONG SAID EAST LINE 213.43 FEET TO A REBAR; THENCE SOUTH 02°12'27" EAST 3.61 FEET TO A CRIMPED TOP PIPE; THENCE NORTH 89°20'13" EAST 206.10 FEET TO THE POINT OF BEGINNING.

REZONE FOR BRYANT PROPERTIES 2665 GOVERNMENT BOULEVARD AND 604 & 610 MANDRELL STREET

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

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 30'
25BS051

MOBILE , ALABAMA
BYRD@BYRDSURVEYINGBIZ
APRIL 22, 2026

LEGAL DESCRIPTION

COMMENCING AT A CAPPED REBAR AT THE NORTHEAST CORNER OF LOT 19, SHANNON HEIGHTS, AS RECORDED IN MAP BOOK 3 PAGE 307, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00°00'13" WEST ALONG THE WEST LINE OF MANDRELL STREET 100.03 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 00°00'13" WEST ALONG SAID WEST LINE 300.16 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 89°20'13" WEST 222.74 FEET TO A POINT; THENCE NORTH 00°42'35" EAST 41.26 FEET TO A CRIMPED TOP PIPE; THENCE NORTH 88°17'10" EAST 12.61 FEET TO A CRIMPED TOP PIPE; THENCE NORTH 00°42'35" EAST 89.61 FEET TO A CRIMPED TOP PIPE; THENCE SOUTH 89°28'53" WEST 121.55 FEET TO A CRIMPED TOP PIPE ON THE EAST LINE OF GOVERNMENT BOULEVARD; THENCE NORTH 35°28'13" EAST ALONG SAID EAST LINE 213.43 FEET TO A REBAR; THENCE SOUTH 02°12'27" EAST 3.61 FEET TO A CRIMPED TOP PIPE; THENCE NORTH 89°20'13" EAST 206.10 FEET TO THE POINT OF BEGINNING.

Outlook

Bryant Properties (Byrd Surveying, Inc., Agent) (ZON-UDC-003732-2026)

[redacted]

Good afternoon,

We have completed our initial review of the Rezoning application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Owner Authorization:** An authorization letter signed by Mike Bryant was submitted; however, we are unable to verify his affiliation with the properties, as Robert C. Bryant and Eunice M. Bryant are listed as the property owners. To satisfy this requirement, please provide one of the following:
    - A revised authorization letter issued by Robert C. Bryant and/or Eunice M. Bryant explicitly authorizing Mike Bryant to act on their behalf; or
    - Documentation confirming that Mike Bryant is the responsible party or an owner affiliated with each property.
2. **Neighborhood Meeting Documentation:** Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, June 3, 2026**.
   Note: To date, dated photos of the required signs advertising the Neighborhood Meeting have been received.
3. **Legal Description(s):** Please note that complete legal descriptions of the subject properties outlining the full boundary of each Rezoning site are required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, these legal description(s) must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.
4. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** of the site plan to our GIS staff. For your convenience, **Tori** 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 Monday, May 18, 2026**, the application will be considered **partially complete** and placed on the agenda for the **June 18, 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 **June 3, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Thank You,
Logan Anderson

Outlook

Re: Bryant Properties (Byrd Surveying, Inc., Agent) (ZON-UDC-003732-2026)

[redacted]

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, June 3, 2026**.
   Note: To date, only dated photographs of the Neighborhood Meetings signs have been received.

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

If the application fees are paid **by noon on Monday, May 18, 2026**, the case will be scheduled for the **June 18, 2026, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

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

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

Thank You,
Logan Anderson
[redacted]

[redacted]

Good afternoon,

We have completed our initial review of the Rezoning application referenced above. Before the application can be deemed complete and scheduled for consideration by the Planning Commission, the following items must be addressed:

1. **Owner Authorization:** An authorization letter signed by Mike Bryant was submitted; however, we are unable to verify his affiliation with the properties, as Robert C. Bryant and Eunice M. Bryant are listed as the property owners. To satisfy this requirement, please provide one of the following:
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   Note: To date, dated photos of the required signs advertising the Neighborhood Meeting have been received.

3. **Legal Description(s):** Please note that complete legal descriptions of the subject properties outlining the full boundary of each Rezoning site are required to calculate the City Council advertising fees. Following the Planning Commission's recommendation, these legal description(s) must be submitted to the Planning and Zoning Department for review before the application can proceed to the City Council for final consideration.

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Once all the above items have been addressed, an invoice will be issued for the applicable application fees. Please be aware that the application will not be considered complete until all required materials are received and the invoice has been paid.

If all requirements are fulfilled **by noon on Monday, May 18, 2026**, the application will be considered **partially complete** and placed on the agenda for the **June 18, 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 **June 3, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

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

IN THE PROBATE COURT OF MOBILE COUNTY, ALABAMA

IN THE MATTER OF **CASE NO. 2025-0326**

ROBERT CHARLES BRYANT SR.,

Deceased.

ORDER

Petition to probate last will and testament dated September 30, 2024 of the above named decedent is hereby **GRANTED** this date.

It is **ORDERED** that Letters Testamentary under the last will and testament of ROBERT CHARLES BRYANT SR., deceased, do forthwith issue to EUNICE B. LECURU, as prayed.

It is further **ORDERED** that the Personal Representative shall not deposit with her legal counsel, and legal counsel shall not receive, any funds or other assets of this estate which exceed the total sum/value of $10,000 without prior approval of the Court. Any estate funds appropriately held by legal counsel shall be placed in an interest account unless said funds are to be disbursed with forty-five (45) days of receipt by legal counsel.

The Personal Representative is **ORDERED** to report to the Court if any litigation involving a wrongful death or personal injury claim is commenced in another court. If same is reported, the Personal Representative shall file with this Court a petition to determine the heirs of the decedent.

The Personal Representative is **ORDERED** to notify the Alabama Medicaid Agency of their appointment as Personal Representative of this estate.

The Personal Representative is **DIRECTED** to review the information contained in the Personal Representative's Handbook relating to bank accounts that have pay-on-death beneficiary provisions, multi-party bank accounts and/or bank accounts that contain rights-of-survivorship provisions, that the decedent had an interest in at the time of death.

Any bank, credit union, or other financial institution that has an account as to which the decedent had an interest in is **AUTHORIZED** to furnish account information, including, but not limited to, customer agreements, statements for the twelve (12) months preceding the date of this Order to the Personal Representative.

The Personal Representative is **ORDERED** to publish the attached notice of their appointment in a newspaper in general circulation in Mobile County once a week for three (3) consecutive weeks and to furnish proof of same to the Court within sixty (60) days of the date of this Order.

Absent the filing of the items above, this cause is set for hearing on May 12, 2025 at 3:45 p.m., in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, Alabama.

Attendance at the above hearing(s) is **REQUIRED** unless the item(s) outlined above are filed by 12:00 p.m. on the Friday preceding the hearing. Annual reports, such as partial settlements, are due on or around the date prescribed and should not be filed too far in advance of the hearing date.

The hearing(s) shall be moot if all item(s) are timely filed.

The Clerk of the Court is **DIRECTED** to forward copies of this Order to all legal counsel of record by electronic mail and to all parties in interest by United States Mail.

Dated this 13th day of March, 2025.

[redacted]

THE STATE OF ALABAMA COURT OF PROBATE

COUNTY OF MOBILE CASE NO. 2025-0326

RE: ROBERT CHARLES BRYANT SR., DECEASED

LETTERS TESTAMENTARY

The Will of ROBERT CHARLES BRYANT SR., deceased, having been duly admitted to record in said county, Letters Testamentary are hereby granted to EUNICE B. LECURU, the Personal Representative named in said will, who has complied with the requisites of the laws and who is authorized to take upon herself the execution of such will. Except as restricted or otherwise provided by said will, the Personal Representative is authorized to administer the estate in accordance with the powers and duties set out pursuant to *Ala. Code* §§43-2-830, et seq. (1975). Unless otherwise provided by the will, the powers and duties of said Personal Representative specifically include, but are not limited to, gathering and retaining estate assets, paying taxes, fees, and expenses, including court costs, incident to the administration of the estate. Any and all financial institutions are **ORDERED** to provide the Personal Representative(s) with all information regarding any payment on death accounts in the name of the deceased. Said funds may be subject to the payment of debts and should not be expended prior to the conclusion of the applicable six-month claims period and without prior Court approval.

ORDERED this 13th day of March, 2025.

NOTICE OF ESTATE ADMINISTRATION

PROBATE COURT OF MOBILE COUNTY, ALABAMA

Estate of ROBERT CHARLES BRYANT SR., Deceased

Case No. 2025-0326

Take notice that Letters Testamentary have been granted to the below named party on the 13th day of March, 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.

EUNICE B. LECURU as Executrix under the last will and testament of ROBERT CHARLES BRYANT SR., Deceased

Attorney of Record:

Neil Chunn Johnston, Jr., Esq.
205 N Conception Street
Mobile, AL 36603

To Counsel/Petitioner: Please have the above publication notice run once a week for three (3) consecutive weeks in a newspaper in general circulation in Mobile County and file proof of the publication with the Court.

Newspaper: The above publication shall run as a Legal Notice. Mail proof of publication along with any bill for costs to the attorney of record or petitioner named above.

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 5/22/2026

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: 5/21/2026

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: 1400 DAUPHIN ISLAND PARKWAY FULTON HEIGHTS METHODIST CHURCH

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
- N/A Additional documents (Describe: _____)

Applicant's Name: GERALD D BYRD
(First Name & Last Name)

Applicant's signature verifying accuracy of the documentation provided:

[redacted]

X _____ Date: 5/22/2026

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

Neighborhood Meeting

Date: 5/21/2026

Time: 5 PM - 6 PM

Location of Neighborhood Meeting: FULTON HEIGHTS METHODIST Church 1400 DIP

Project Location: 2665 GOVERNMENT BOULEVARD 604 & 610 MANDRELL STREET

Project/Application (e.g. Rezoning from R-1 to B-1): B-2 TO B-3 AND B-2 TO R-1

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

[redacted]

Date: 5/21/2026

Please Sign In:

Name: NO ONE ATTENDED Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 5/21/2026

Meeting Time: 5PM TO 6PM

Meeting Location: FULTON HEIGHTS METHODIST CHURCH

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

NO ONE ATTENDED THE MEETING

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

N/A

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):

N/A

Neighborhood Meeting Summary
Date: 5/4/2026
Applicant: GERALD D BYRD

Meeting Location: FULTON HEIGHTS METH CHURCH
Application: _____

(Meeting summary, continued)

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

The Neighborhood Meeting ended at the following time: 6 PM

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

X [redacted] Date: 5/21/2026

[redacted]

Mailed 4/23/26

Dear Neighbor,

The owner of properties located at 2665 Government Boulevard and 604 & 610 Mandrell Street is submitting a rezoning application to the City of Mobile to assign the correct zoning classification to the past and current use of each property.

1. 610 Mandrell Street is zoned R-1 (residential) and it will remain the same.
2. 604 Mandrell Street is zoned B-2 (business) and we are proposing R-1 (residential).
3. 2665 Government Boulevard is zoned B-2 (business) and R-1 (residential). We are proposing B-3 (business), which is the correct zoning classification to allow auto sales and maintenance.

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

Meeting location: Fulton Heights Methodist Church at 1400 Dauphin Island Parkway
(entrance on Webb Avenue)
Date: May 21, 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,

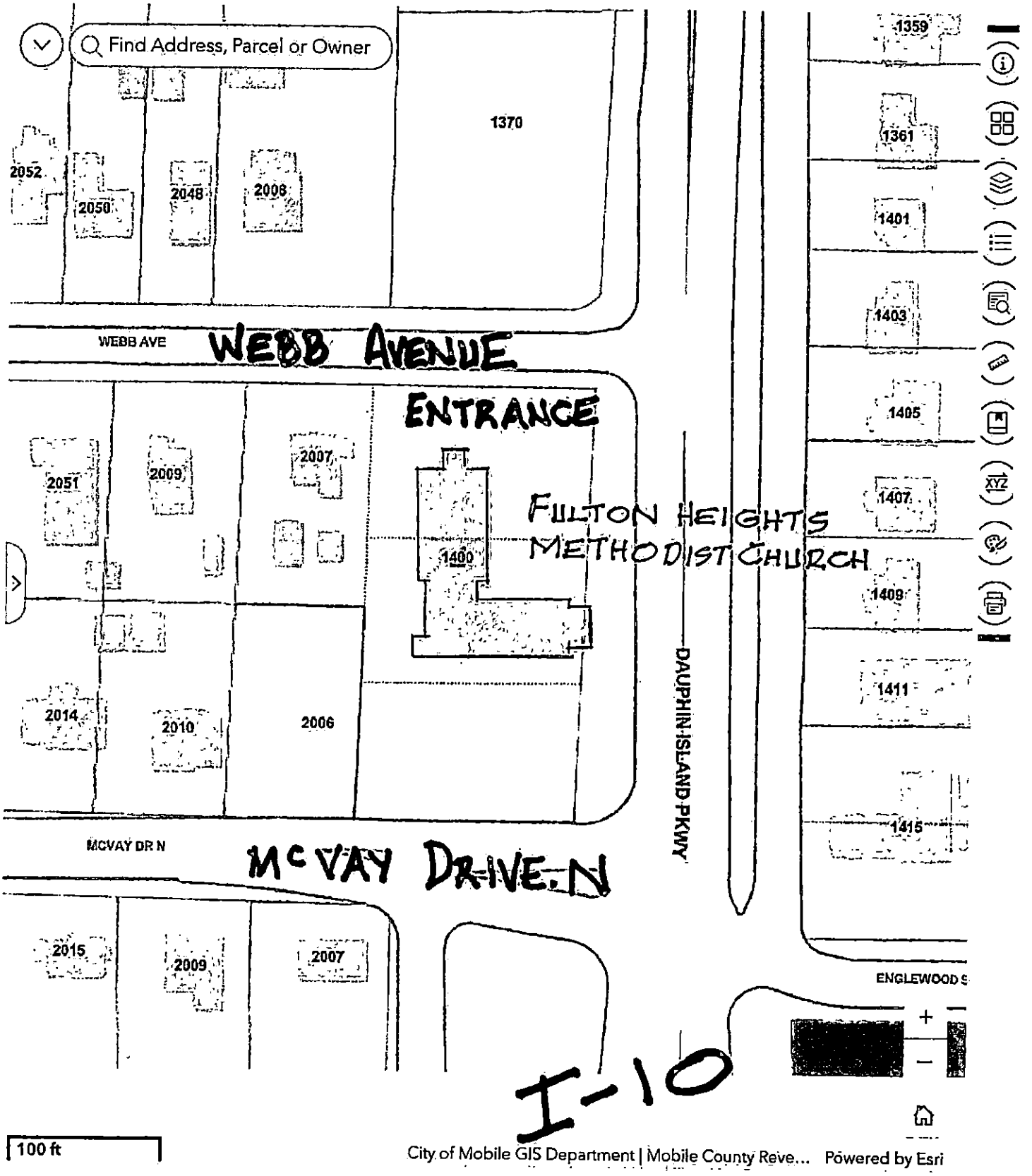
[redacted]

GDB/kpg

City Map

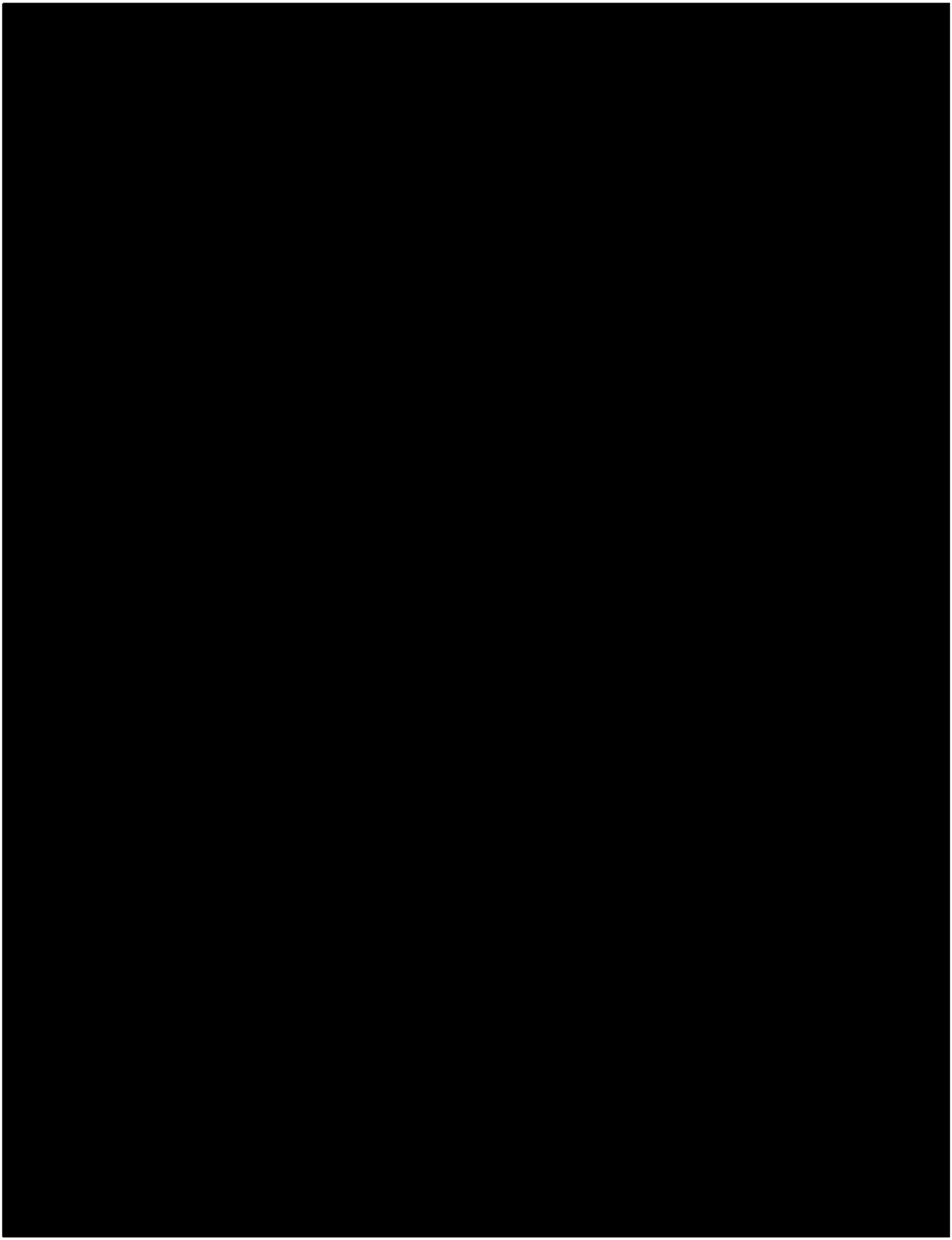
City of Mobile GIS

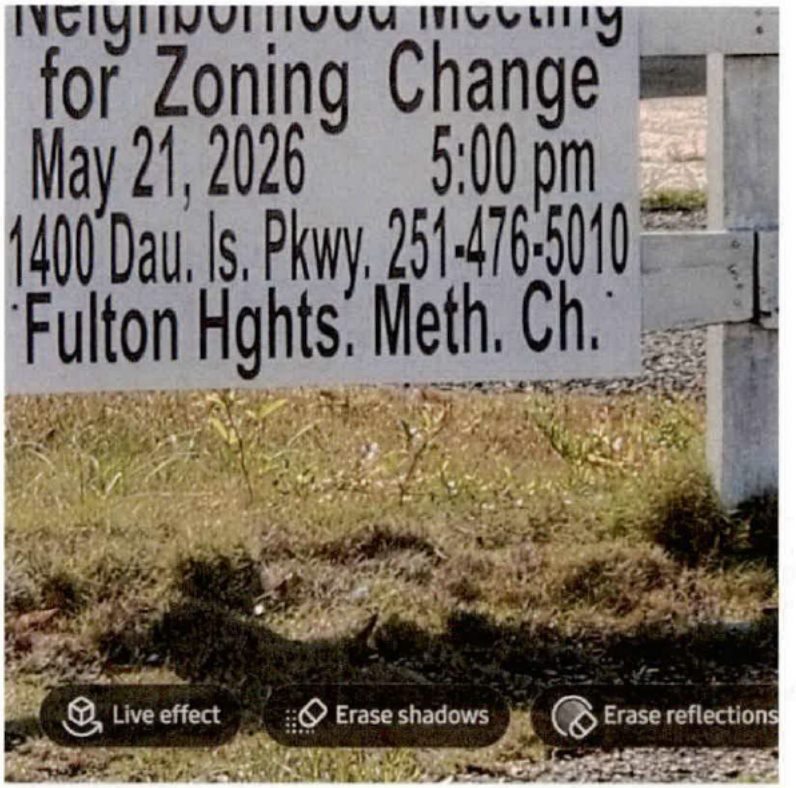
City of Mobile GIS Hub



Produced by the City of Mobile GIS Department • Updated

City of Mobile Home

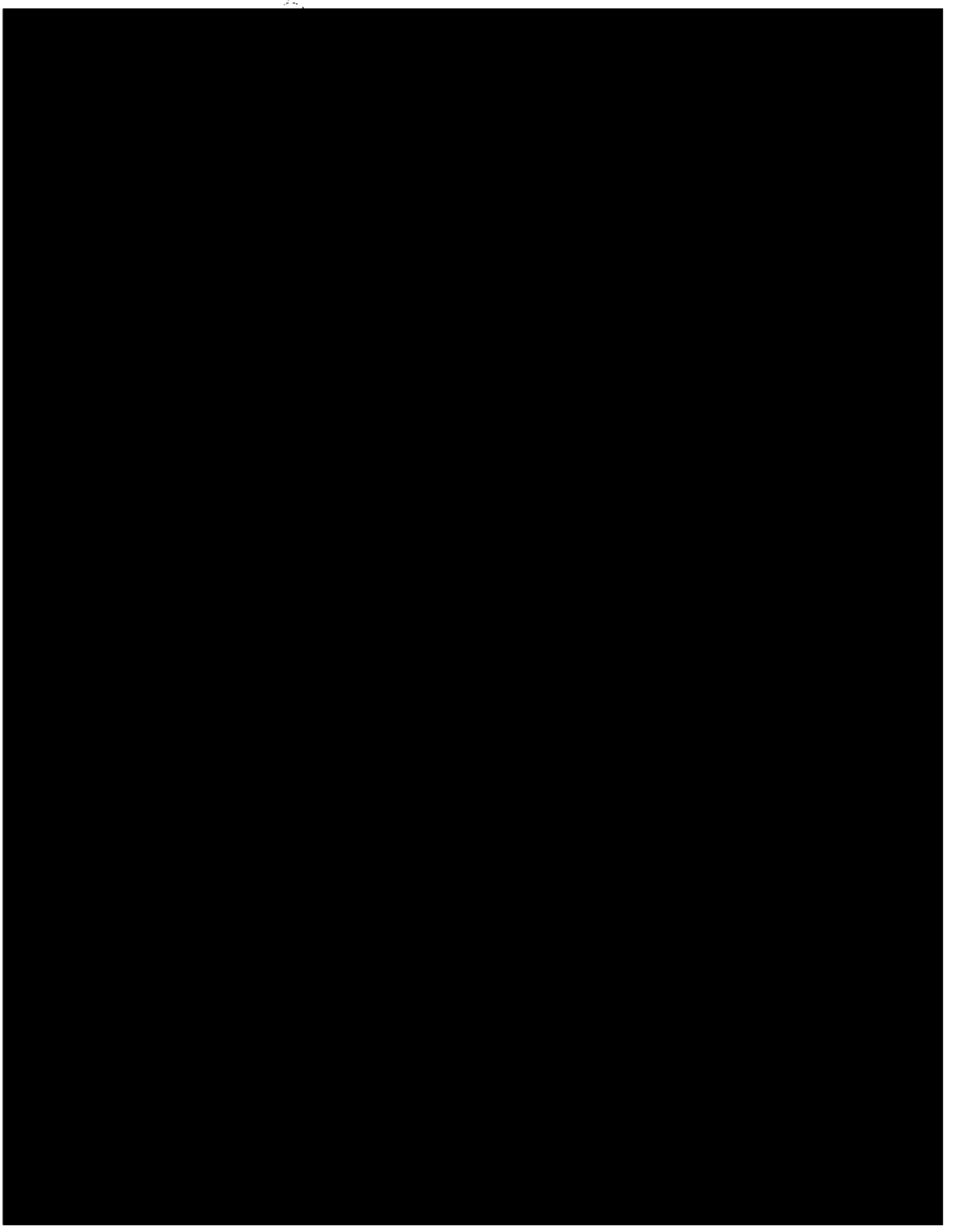



for Zoning Change
May 21, 2026 5:00 pm
1400 Dau. Is. Pkwy. 251-476-5010
Fulton Hghts. Meth. Ch.
Live effect
Erase shadows
Erase reflections

Live effect
Erase shadows

Neighborhood Meeting
for Zoning Change
May 21 2026 5:00 pm
1400 Dau ls Pkwy 251-476-5010
Fulton Hghts. Meth. Ch.
Live effect
Remaster

Neighborhood Meeting
for Zoning Change
May 21, 2026 5:00 pm
1400 Dau. Is. Pkwy. 251-476-5010
Fulton Hghts. Meth. Ch.
Live effect
Remaster



[redacted]

Agenda Item # 32

SUB-003731-2026 & ZON-UDC-003732-2026

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
2665 Government Boulevard and 604 and 610 Mandrell Street

Subdivision Name:
Sunset Estates Subdivision

Applicant / Agent:
Bryant Properties / Byrd Surveying, Inc.

Property Owner(s):
Eunice B. Lecuru

Current Zoning:
R-1, Single-Family Residential Suburban District and B-2, Neighborhood Business Suburban District

Future Land Use:
Low Density Residential & Mixed Commercial Corridor

Neighborhood Meeting:

- A Neighborhood Meeting was required due to the proposed rezoning to a higher zoning classification.
- The meeting was held on May 21, 2026, at 5:00 p.m. at 1400 Dauphin Island Parkway.

Applicable Codes, Policies, and Plans:

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

Proposal:

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

Considerations:

1. Subdivision proposal with eight (8) conditions.
2. Rezoning with three (3) conditions)

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 32 DATE July 16, 2026

APPLICANT Sunset Estates Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to R-1 and B-3

N

NTS

SITE HISTORY

The eastern portion of the site was originally included within the *Shannon Heights Subdivision*, the plat of which was recorded in the Mobile County Probate Court in early 1938. The western portion of the site was subsequently included within the *First Addition to Shannon Heights Subdivision*, recorded in March 1939.

The property was annexed into the City of Mobile in 1945 and assigned its respective Single-Family Residential and Neighborhood Business zoning classifications. These zoning designations remained in place through the adoption of the 1967 Zoning Ordinance and the 2023 Unified Development Code (UDC).

Historically, the portion of the site fronting Government Boulevard was developed for commercial purposes and has long been used as an automobile dealership. The portions of the site fronting Mandrell Street were developed for single-family residential use and each contain an existing single-family dwelling.

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

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Revise NOTES #7 to read - As shown on the 1984 aerial photo LOTS 1 - 3 share the 14,000 sf of historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) and share the 8,000 SF credit provided to the original residential lots as follows: LOT 1 – 11,000 sf, LOT 2 – 5,200 sf, and LOT 3 – 5,800 sf. Stormwater detention will be required for any additional impervious area that exceeds the allowable credit for that LOT.
C. Retain NOTES #1 - 5.
D. Email a pdf [redacted]ETTER OF DECISION to the Permitting Engineering Dept. for review a[redacted] to obtaining any signatures. No signatures are required on[redacted]

Rezoning

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of

Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

Subdivision

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

Proposed Lot 1 fronts Government Boulevard, an Alabama Department of Transportation-maintained Principal Arterial Street requiring a 250-foot-wide right-of-way at this location. Proposed Lots 2 and 3 front Mandrell Street, a minor street with curb and gutter improvements requiring a 50-foot-wide right-of-way.

The preliminary plat depicts Government Boulevard with a 236-foot-wide right-of-way. Therefore, if approved, the Final Plat should be revised to provide sufficient dedication to establish 125 feet from the centerline of Government Boulevard, unless a waiver of Section 6.B.9. of the Subdivision Regulations is approved upon recommendation of the City Engineer and Traffic Engineer. No additional right-of-way dedication is required along Mandrell Street.

All proposed lots exceed the minimum lot area requirements of Article 2, Sections 64-2-5.E. and 64-2-14.E. of the Unified Development Code (UDC) for properties served by public water and sanitary sewer. The preliminary plat properly identifies the area of each lot in both square feet and acres. If approved, this information should be retained on the Final Plat, adjusted as necessary to reflect any required right-of-way dedication. A lot area table may be provided in lieu of individual lot labels.

The proposed lots also exceed the minimum lot width requirements of Sections 6.C.2.(b)(2) and 6.C.2.(b)(4) of the Subdivision Regulations for residential and commercial lots within the Suburban sub-district.

A 25-foot front yard setback is depicted along both Government Boulevard and Mandrell Street, consistent with Section 6.C.8. of the Subdivision Regulations and the applicable requirements of the UDC. If approved, the setback should be retained on the Final Plat and adjusted as necessary to account for any required right-of-way dedication.

As submitted, approval of the subdivision would result in proposed Lot 1 being split-zoned between R-1 (Single-Family Residential Suburban District) and B-2 (Neighborhood Business Suburban District). Therefore, approval of the subdivision should be contingent upon approval of the associated rezoning application.

Rezoning

As previously noted, approval of the subdivision request would result in proposed Lot 1 being split-zoned R-1 and B-2. The applicant is requesting rezoning of the potentially split-zoned lot to B-3, Community Business Suburban District, and to rezone proposed Lot 2 to R-1. Proposed Lot 3 will retain its existing R-1 zoning classification.

In support of the application, the applicant states that the purpose of the request is to align the zoning classifications with the historic and existing uses of the proposed lots. The portion of the site fronting Government Boulevard has long been developed and utilized for commercial purposes, most notably as an automobile dealership, while the portions fronting Mandrell Street were developed for and continue to be used as single-family residential properties. Automobile sales and service are not permitted within the B-2 zoning district, but the property's longstanding commercial use history may establish legal non-conforming status, supporting the applicant's request to assign a zoning classification more consistent with the site's historic use.

The applicant's narrative and justification for the rezoning request can be viewed via the link provided on Page 1 of this report.

A Neighborhood Meeting was conducted in accordance with Article 5, Section 64-5-4 of the Unified Development Code due to the request for rezoning to a higher zoning classification. The meeting was properly advertised, and notice of the date, time, and location was mailed to all property owners within 300 feet of the subject site. The meeting was held on May 21, 2026, at 5:00 p.m. at 1400 Dauphin Island Parkway. According to the sign-in sheet provided by the applicant, no members of the public attended. The meeting remained open until 6:00 p.m., satisfying the requirement that Neighborhood Meetings be scheduled for a minimum of one (1) hour. The applicant submitted all required Neighborhood Meeting documentation within the prescribed timeframe prior to the Planning Commission meeting and executed the required checklist attesting to the accuracy and completeness of the information provided.

The site is surrounded by a mix of commercial and residential development. Properties to the north and south are zoned B-2 and developed with commercial uses, including automobile sales and service businesses and a bar/lounge. Properties to the east are zoned R-1 and developed with single-family residences. Across Government Boulevard to the west, properties are zoned B-2 and developed with a variety of commercial uses, including appliance repair services and a restaurant with drive-thru service.

The site plan submitted with the rezoning application depicts the existing commercial structures and billboard on proposed Lot 1, as well as existing single-family dwellings and accessory structures on proposed Lots 2 and 3. No redevelopment plans were submitted as part of this request. Any future development or redevelopment of the properties will be subject to compliance with all applicable provisions of the Unified Development Code (UDC).

The Unified Development Code (UDC) and corresponding zoning map are based on long-range comprehensive planning studies intended to promote orderly and desirable development. Unsubstantiated or inconsistent amendments to the UDC may undermine this purpose. Therefore, rezoning requests are evaluated according to the following criteria:

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

In this case, the proposed rezoning appears justified to eliminate the split-zoning condition that would result from the subdivision request and to better align the zoning classifications with the historic development pattern and longstanding use of the respective properties. The request may also address a potential inconsistency in the zoning map by assigning a B-3 classification to the commercial portion of the site, which has historically been used in a manner more characteristic of the B-3 district than the existing B-2 designation.

If approved, the rezoning should be completed prior to signing the Final Plat associated with the subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities

and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Revision of the plat to illustrate dedication sufficient to provide 125 feet from the centerline of Government Boulevard, unless a waiver of Section 6.B.9. of the Subdivision Regulations is recommended by the City Engineer and Traffic Engineer;
2. Retention of the 50-foot-wide right-of-way along Mandrell Street on the Final 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, adjusted for any required dedication;
4. Retention of the 25-foot front yard setback line along all street frontages, adjusted for any required dedication, in compliance with Section 6.C.8. of the Subdivision Regulations;
5. Completion of the Rezoning process prior to signing the Final Plat;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

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

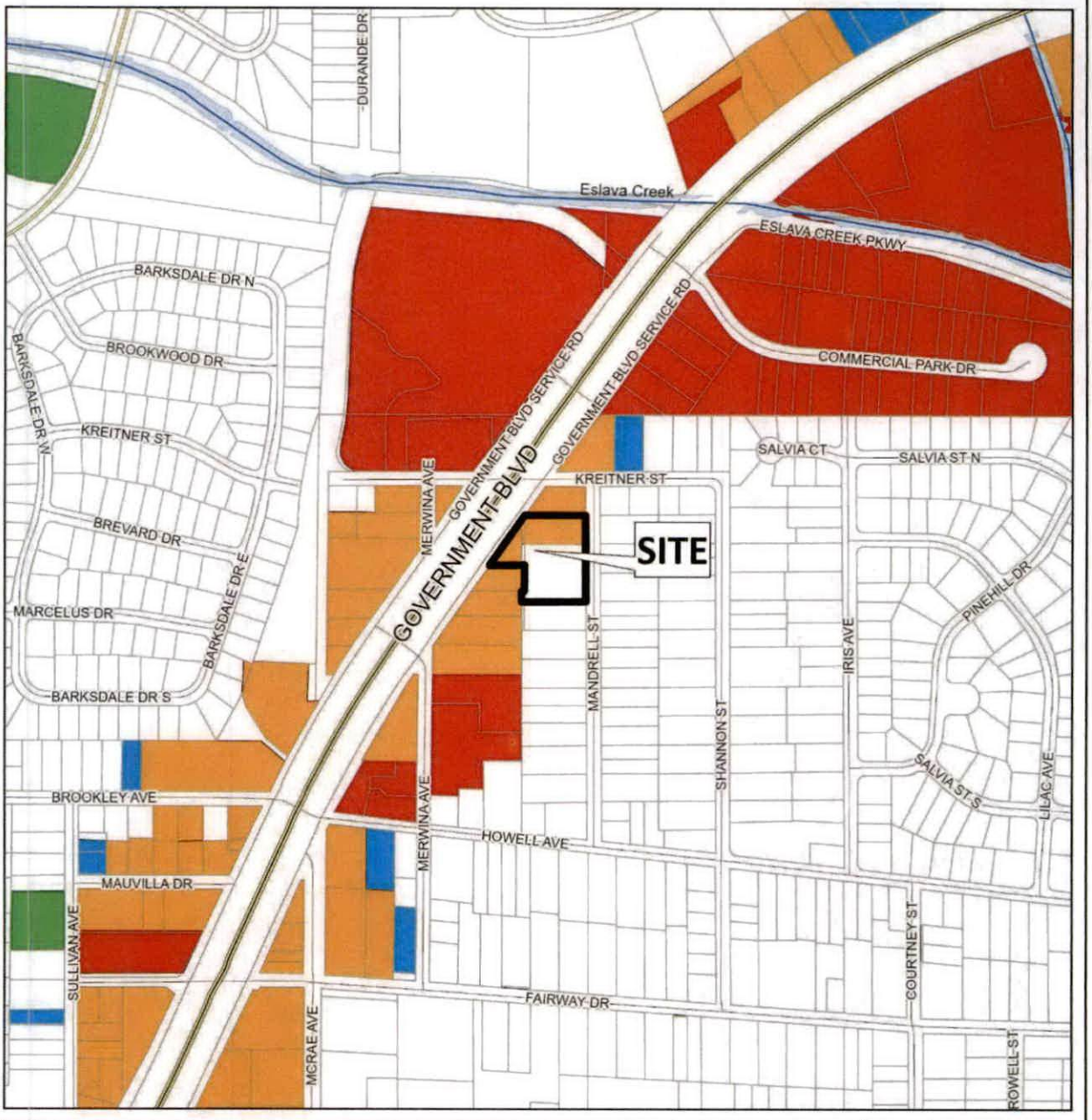
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 32 DATE July 16, 2026

APPLICANT Sunset Estates Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to R-1 and B-3

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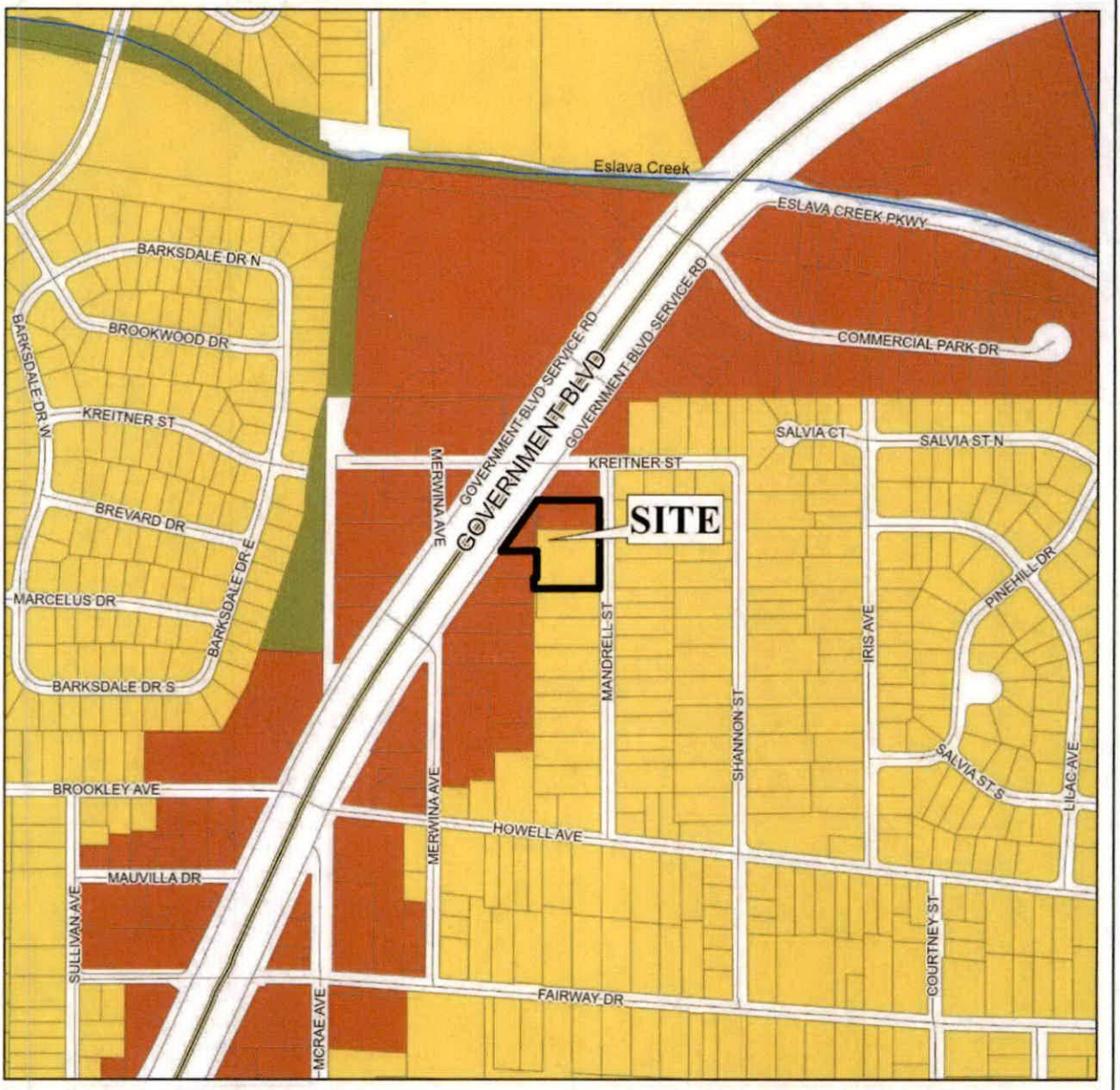
NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 32 DATE July 16, 2026

APPLICANT Sunset Estates Subdivision

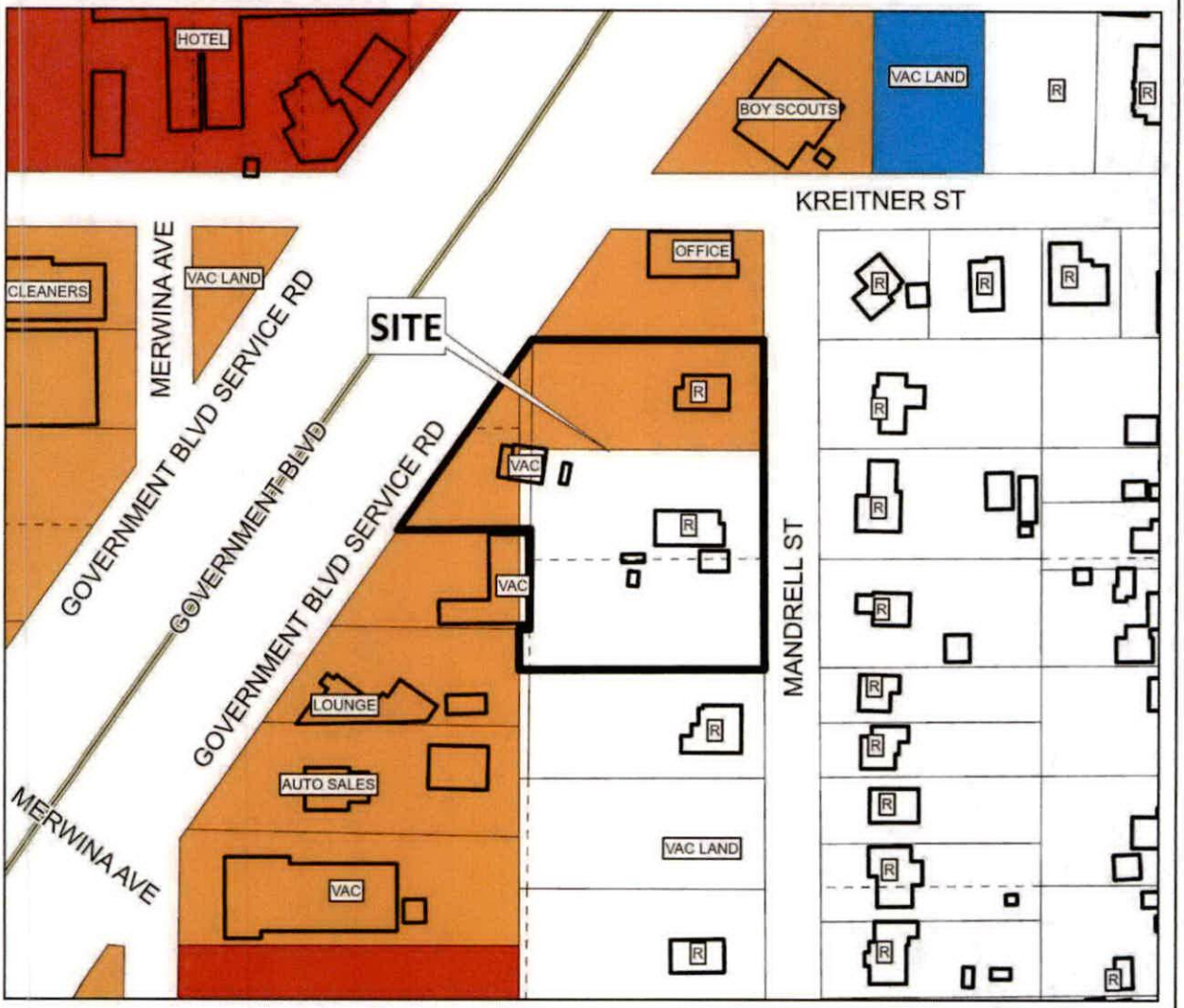
REQUEST Subdivision, Rezoning from R-1 and B-2 to R-1 and B-3

- 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 32 DATE July 16, 2026

APPLICANT Sunset Estates Subdivision

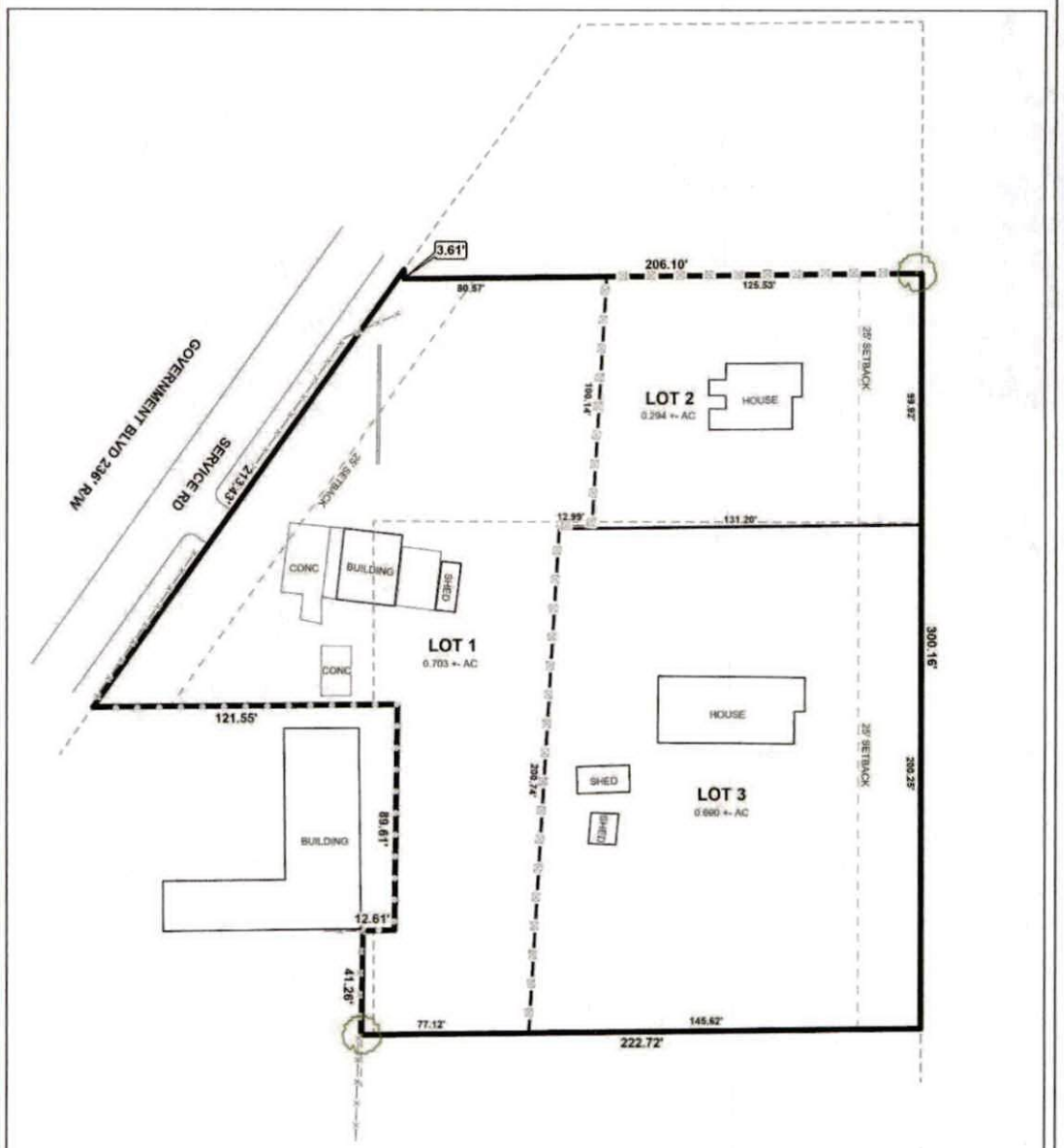
REQUEST Subdivision, Rezoning from R-1 and B-2 to R-1 and B-3

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

N

NTS

SITE PLAN



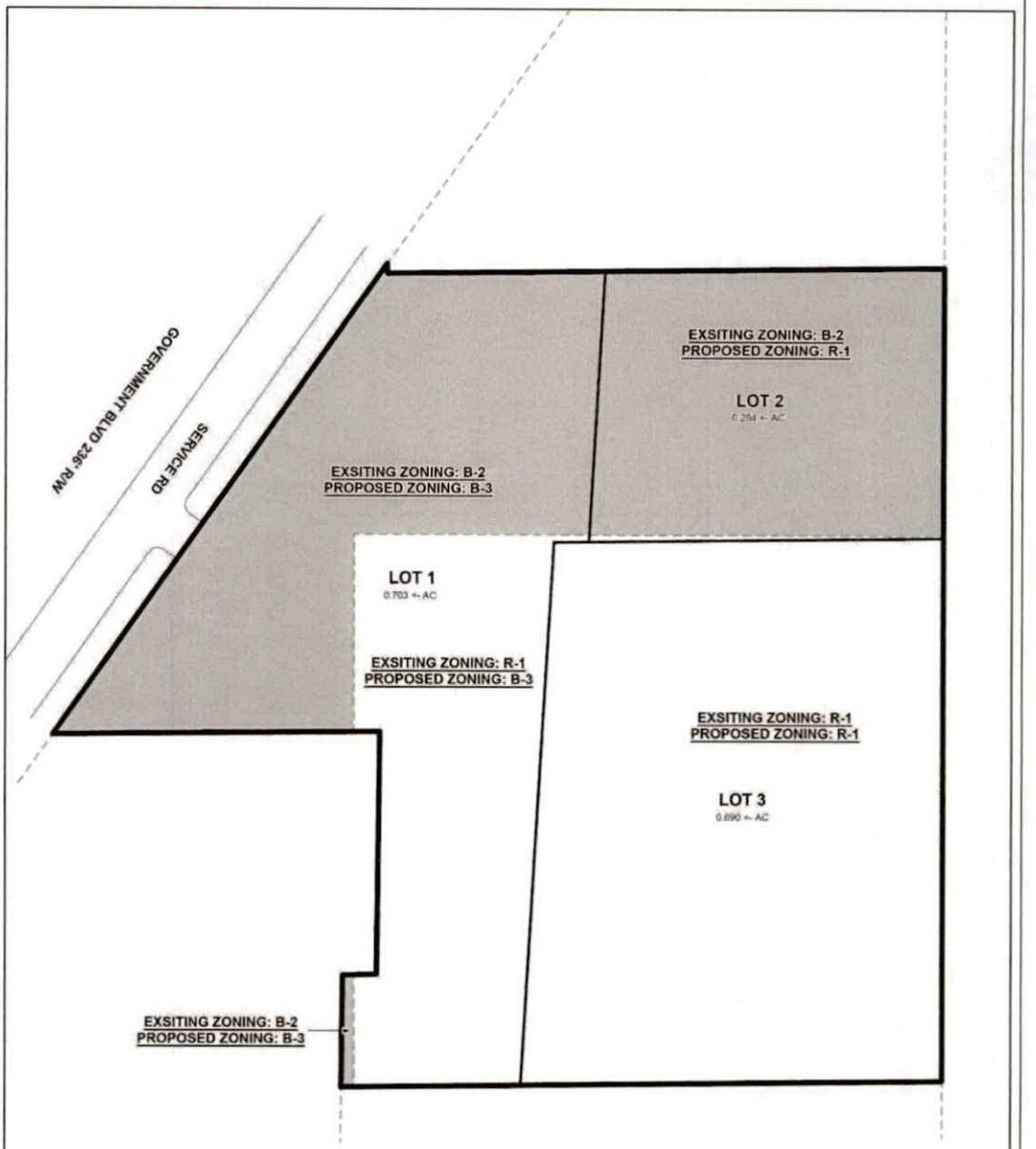
The site plan illustrates existing structures, setbacks, and proposed lots.

APPLICATION NUMBER	32	DATE	July 16, 2026
APPLICANT	Sunset Estates Subdivision		
REQUEST	Subdivision, Rezoning from R-1 and B-2 to R-1 and B-3		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER	32	DATE	July 16, 2026
APPLICANT	Sunset Estates Subdivision		
REQUEST	Subdivision, Rezoning from R-1 and B-2 to R-1 and B-3		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

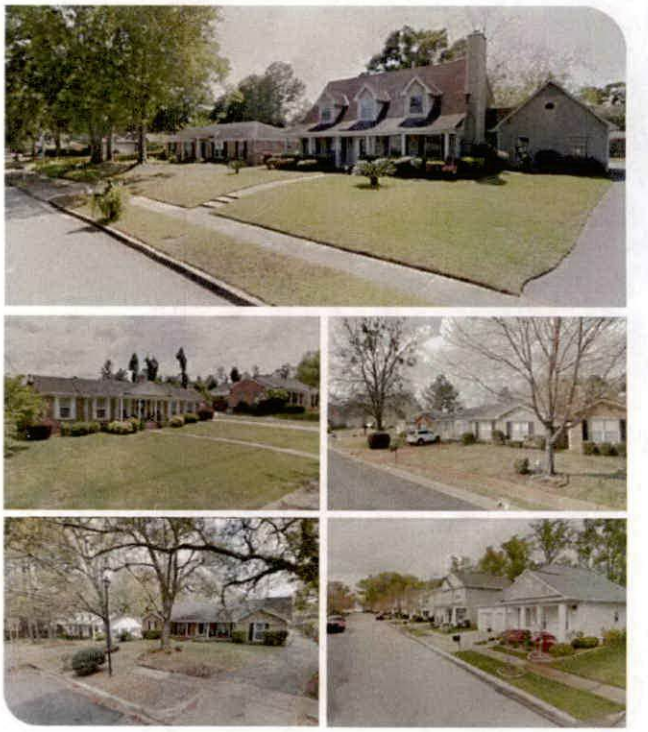
□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Character Example



Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

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

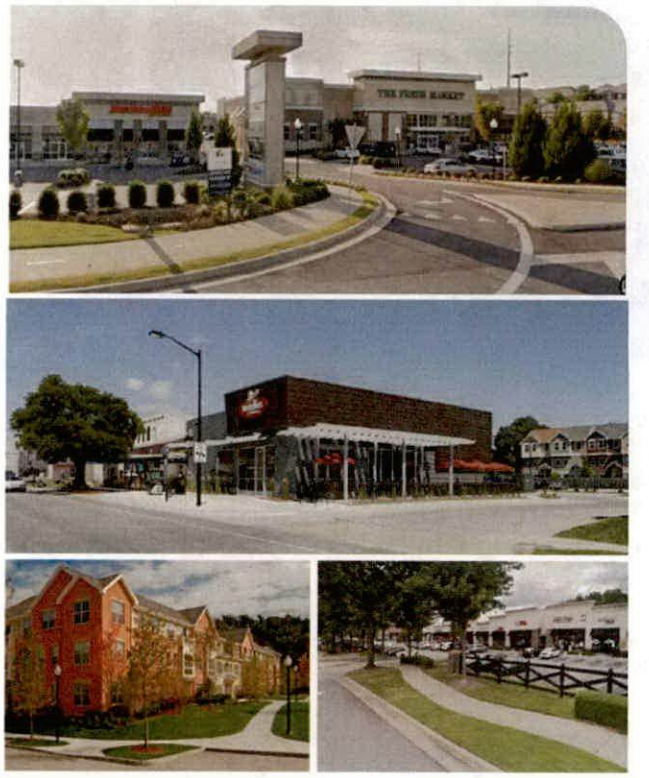
Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



Agenda Item # 20

SUB-003731-2026 & ZON-UDC-003732-2026

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
2665 Government Boulevard and 604 and 610 Mandrell Street

Subdivision Name:
Sunset Estates Subdivision

Applicant / Agent:
Bryant Properties / Byrd Surveying, Inc.

Property Owner(s):
Eunice B. Lecuru

Current Zoning:
R-1, Single-Family Residential Suburban District and B-2, Neighborhood Business Suburban District

Future Land Use:
Low Density Residential & Mixed Commercial Corridor

Neighborhood Meeting:

- A Neighborhood Meeting was required due to the proposed rezoning to a higher zoning classification.
- The meeting was held on May 21, 2026, at 5:00 p.m. at 1400 Dauphin Island Parkway.

Applicable Codes, Policies, and Plans:

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

Proposal:

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

Considerations:

1. Subdivision proposal with eight (8) conditions.
2. Rezoning with three (3) conditions)

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 4
Commission Considerations 6
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 20 DATE June 18, 2026

APPLICANT Sunset Estates Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to R-1 and B-3

N

NTS

SITE HISTORY

The eastern portion of the site was originally included within the *Shannon Heights Subdivision*, the plat of which was recorded in the Mobile County Probate Court in early 1938. The western portion of the site was subsequently included within the *First Addition to Shannon Heights Subdivision*, recorded in March 1939.

The property was annexed into the City of Mobile in 1945 and assigned its respective Single-Family Residential and Neighborhood Business zoning classifications. These zoning designations remained in place through the adoption of the 1967 Zoning Ordinance and the 2023 Unified Development Code (UDC).

Historically, the portion of the site fronting Government Boulevard was developed for commercial purposes and has long been used as an automobile dealership. The portions of the site fronting Mandrell Street were developed for single-family residential use and each contain an existing single-family dwelling.

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

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Revise NOTES #7 to read - As shown on the 1984 aerial photo LOTS 1 - 3 share the 14,000 sf of historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) and share the 8,000 SF credit provided to the original residential lots as follows: LOT 1 – 11,000 sf, LOT 2 – 5,200 sf, and LOT 3 – 5,800 sf. Stormwater detention will be required for any additional impervious area that exceeds the allowable credit for that LOT.
C. Retain NOTES #1 - 5.
D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review a[redacted]ining any signatures. No signatures are required on[redacted]

Rezoning

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of

Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

Subdivision

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

Proposed Lot 1 fronts Government Boulevard, an Alabama Department of Transportation-maintained Principal Arterial Street requiring a 250-foot-wide right-of-way at this location. Proposed Lots 2 and 3 front Mandrell Street, a minor street with curb and gutter improvements requiring a 50-foot-wide right-of-way.

The preliminary plat depicts Government Boulevard with a 236-foot-wide right-of-way. Therefore, if approved, the Final Plat should be revised to provide sufficient dedication to establish 125 feet from the centerline of Government Boulevard, unless a waiver of Section 6.B.9. of the Subdivision Regulations is approved upon recommendation of the City Engineer and Traffic Engineer. No additional right-of-way dedication is required along Mandrell Street.

All proposed lots exceed the minimum lot area requirements of Article 2, Sections 64-2-5.E. and 64-2-14.E. of the Unified Development Code (UDC) for properties served by public water and sanitary sewer. The preliminary plat properly identifies the area of each lot in both square feet and acres. If approved, this information should be retained on the Final Plat, adjusted as necessary to reflect any required right-of-way dedication. A lot area table may be provided in lieu of individual lot labels.

The proposed lots also exceed the minimum lot width requirements of Sections 6.C.2.(b)(2) and 6.C.2.(b)(4) of the Subdivision Regulations for residential and commercial lots within the Suburban sub-district.

A 25-foot front yard setback is depicted along both Government Boulevard and Mandrell Street, consistent with Section 6.C.8. of the Subdivision Regulations and the applicable requirements of the UDC. If approved, the setback should be retained on the Final Plat and adjusted as necessary to account for any required right-of-way dedication.

As submitted, approval of the subdivision would result in proposed Lot 1 being split-zoned between R-1 (Single-Family Residential Suburban District) and B-2 (Neighborhood Business Suburban District). Therefore, approval of the subdivision should be contingent upon approval of the associated rezoning application.

Rezoning

As previously noted, approval of the subdivision request would result in proposed Lot 1 being split-zoned R-1 and B-2. The applicant is requesting rezoning of the potentially split-zoned lot to B-3, Community Business Suburban District, and to rezone proposed Lot 2 to R-1. Proposed Lot 3 will retain its existing R-1 zoning classification.

In support of the application, the applicant states that the purpose of the request is to align the zoning classifications with the historic and existing uses of the proposed lots. The portion of the site fronting Government Boulevard has long been developed and utilized for commercial purposes, most notably as an automobile dealership, while the portions fronting Mandrell Street were developed for and continue to be used as single-family residential properties. Automobile sales and service are not permitted within the B-2 zoning district, but the property's longstanding commercial use history may establish legal non-conforming status, supporting the applicant's request to assign a zoning classification more consistent with the site's historic use.

The applicant's narrative and justification for the rezoning request can be viewed via the link provided on Page 1 of this report.

A Neighborhood Meeting was conducted in accordance with Article 5, Section 64-5-4 of the Unified Development Code due to the request for rezoning to a higher zoning classification. The meeting was properly advertised, and notice of the date, time, and location was mailed to all property owners within 300 feet of the subject site. The meeting was held on May 21, 2026, at 5:00 p.m. at 1400 Dauphin Island Parkway. According to the sign-in sheet provided by the applicant, no members of the public attended. The meeting remained open until 6:00 p.m., satisfying the requirement that Neighborhood Meetings be scheduled for a minimum of one (1) hour. The applicant submitted all required Neighborhood Meeting documentation within the prescribed timeframe prior to the Planning Commission meeting and executed the required checklist attesting to the accuracy and completeness of the information provided.

The site is surrounded by a mix of commercial and residential development. Properties to the north and south are zoned B-2 and developed with commercial uses, including automobile sales and service businesses and a bar/lounge. Properties to the east are zoned R-1 and developed with single-family residences. Across Government Boulevard to the west, properties are zoned B-2 and developed with a variety of commercial uses, including appliance repair services and a restaurant with drive-thru service.

The site plan submitted with the rezoning application depicts the existing commercial structures and billboard on proposed Lot 1, as well as existing single-family dwellings and accessory structures on proposed Lots 2 and 3. No redevelopment plans were submitted as part of this request. Any future development or redevelopment of the properties will be subject to compliance with all applicable provisions of the Unified Development Code (UDC).

The Unified Development Code (UDC) and corresponding zoning map are based on long-range comprehensive planning studies intended to promote orderly and desirable development. Unsubstantiated or inconsistent amendments to the UDC may undermine this purpose. Therefore, rezoning requests are evaluated according to the following criteria:

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

In this case, the proposed rezoning appears justified to eliminate the split-zoning condition that would result from the subdivision request and to better align the zoning classifications with the historic development pattern and longstanding use of the respective properties. The request may also address a potential inconsistency in the zoning map by assigning a B-3 classification to the commercial portion of the site, which has historically been used in a manner more characteristic of the B-3 district than the existing B-2 designation.

If approved, the rezoning should be completed prior to signing the Final Plat associated with the subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities

and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Revision of the plat to illustrate dedication sufficient to provide 125 feet from the centerline of Government Boulevard, unless a waiver of Section 6.B.9. of the Subdivision Regulations is recommended by the City Engineer and Traffic Engineer;
2. Retention of the 50-foot-wide right-of-way along Mandrell Street on the Final 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, adjusted for any required dedication;
4. Retention of the 25-foot front yard setback line along all street frontages, adjusted for any required dedication, in compliance with Section 6.C.8. of the Subdivision Regulations;
5. Completion of the Rezoning process prior to signing the Final Plat;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

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

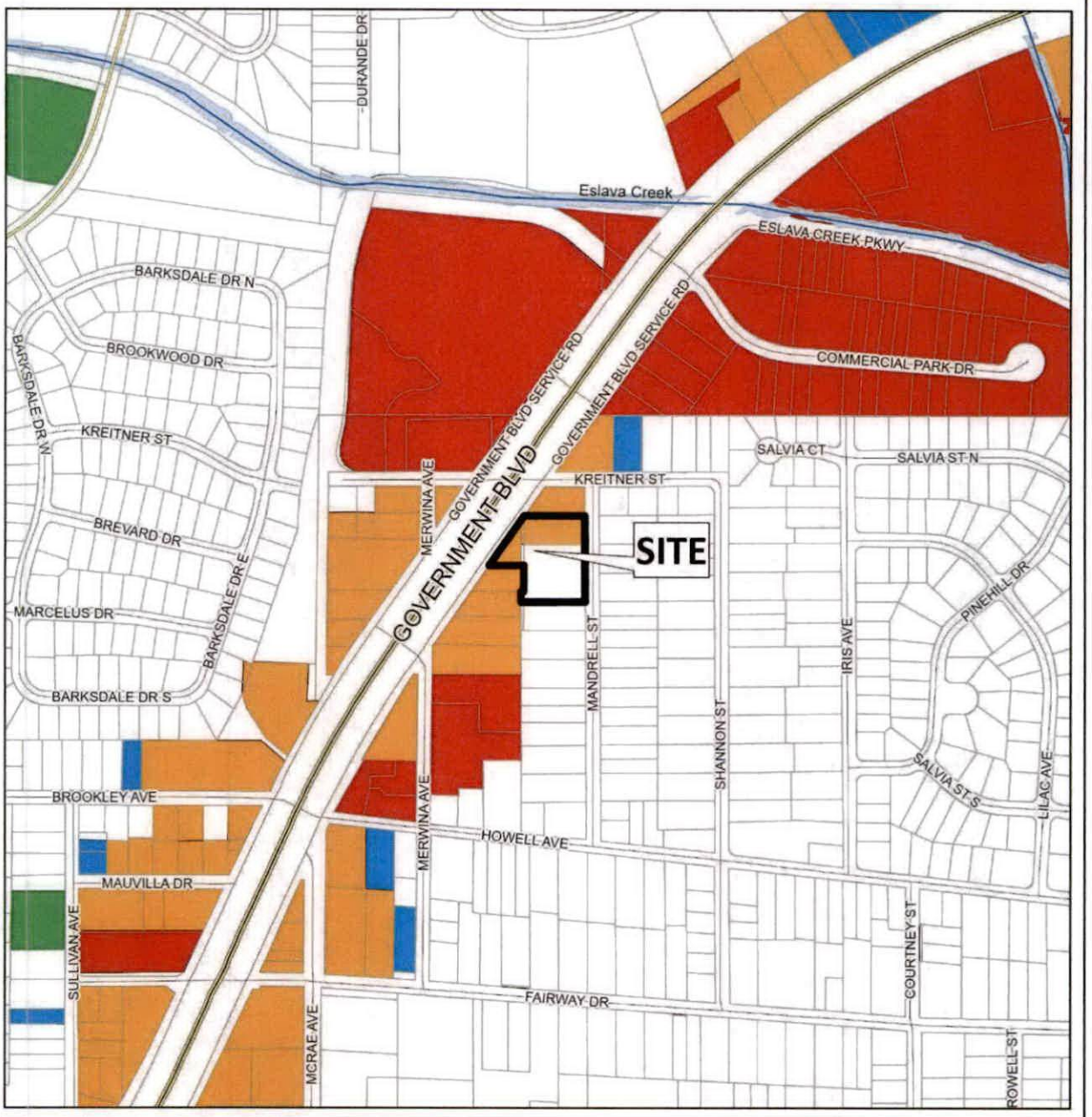
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 20 DATE June 18, 2026

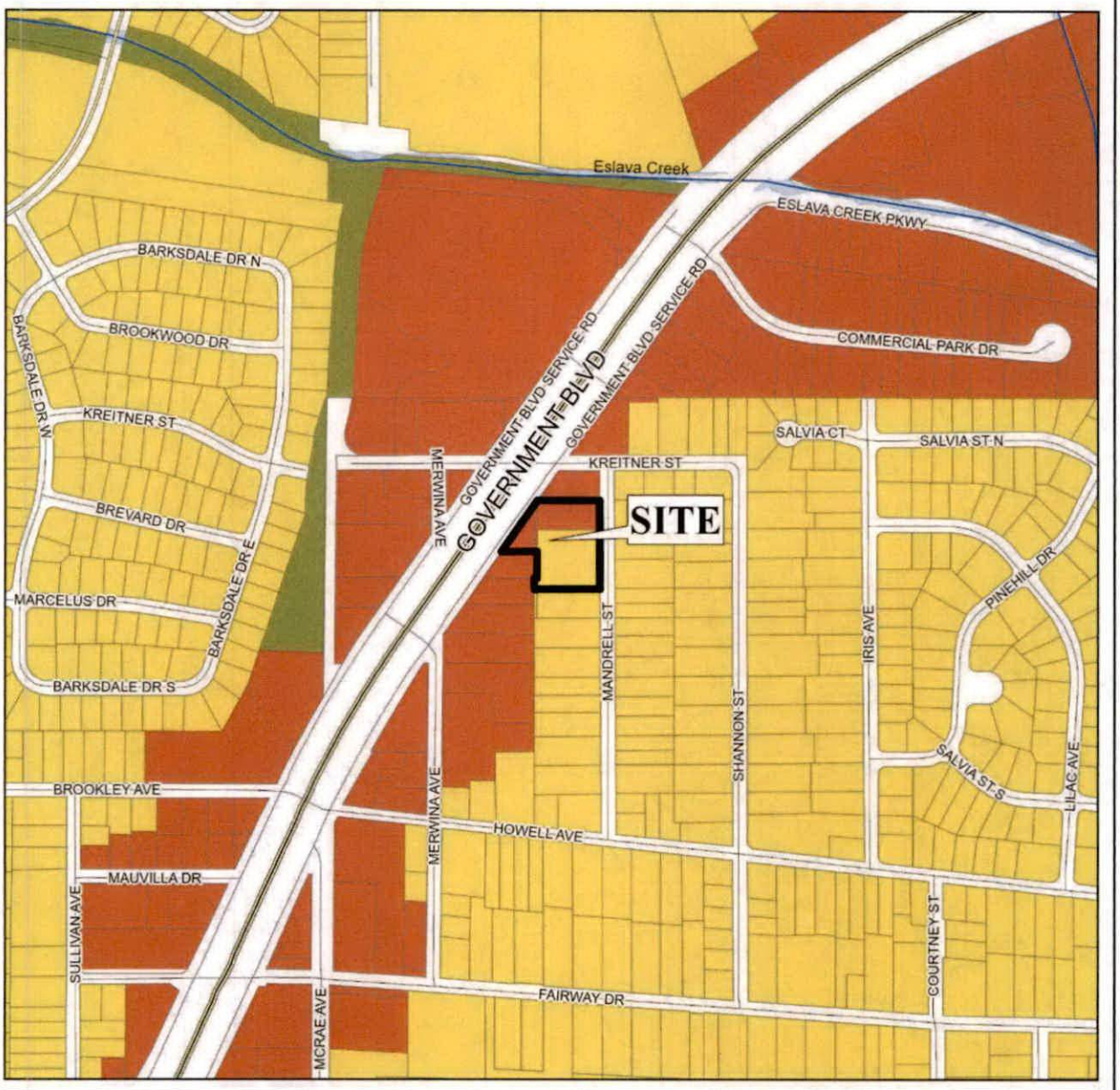
APPLICANT Sunset Estates Subdivision

REQUEST Subdivision, Rezoning from R-1 and B-2 to R-1 and B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 20 DATE June 18, 2026

APPLICANT Sunset Estates Subdivision

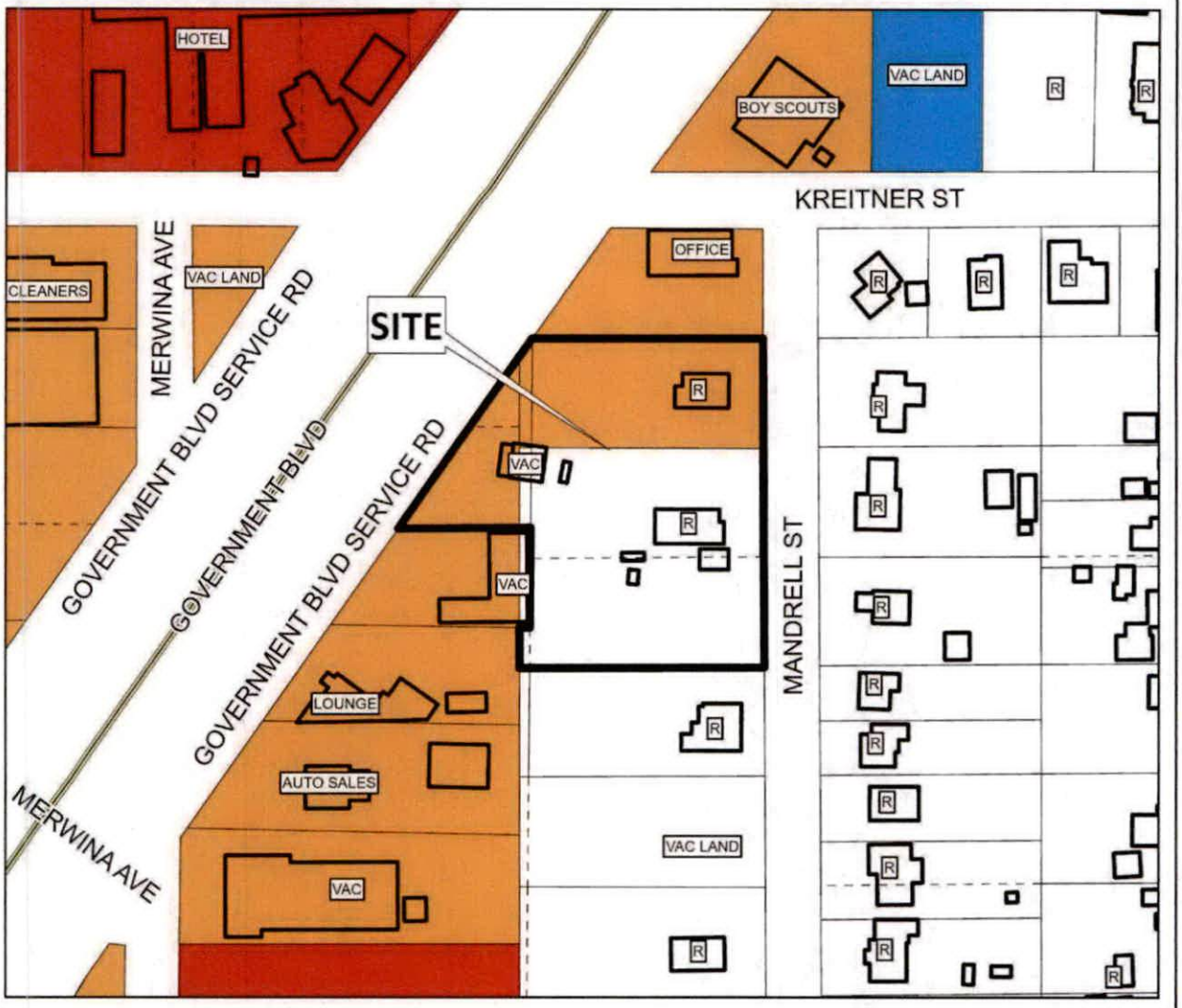
REQUEST Subdivision, Rezoning from R-1 and B-2 to R-1 and B-3

- 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 20 DATE June 18, 2026

APPLICANT Sunset Estates Subdivision

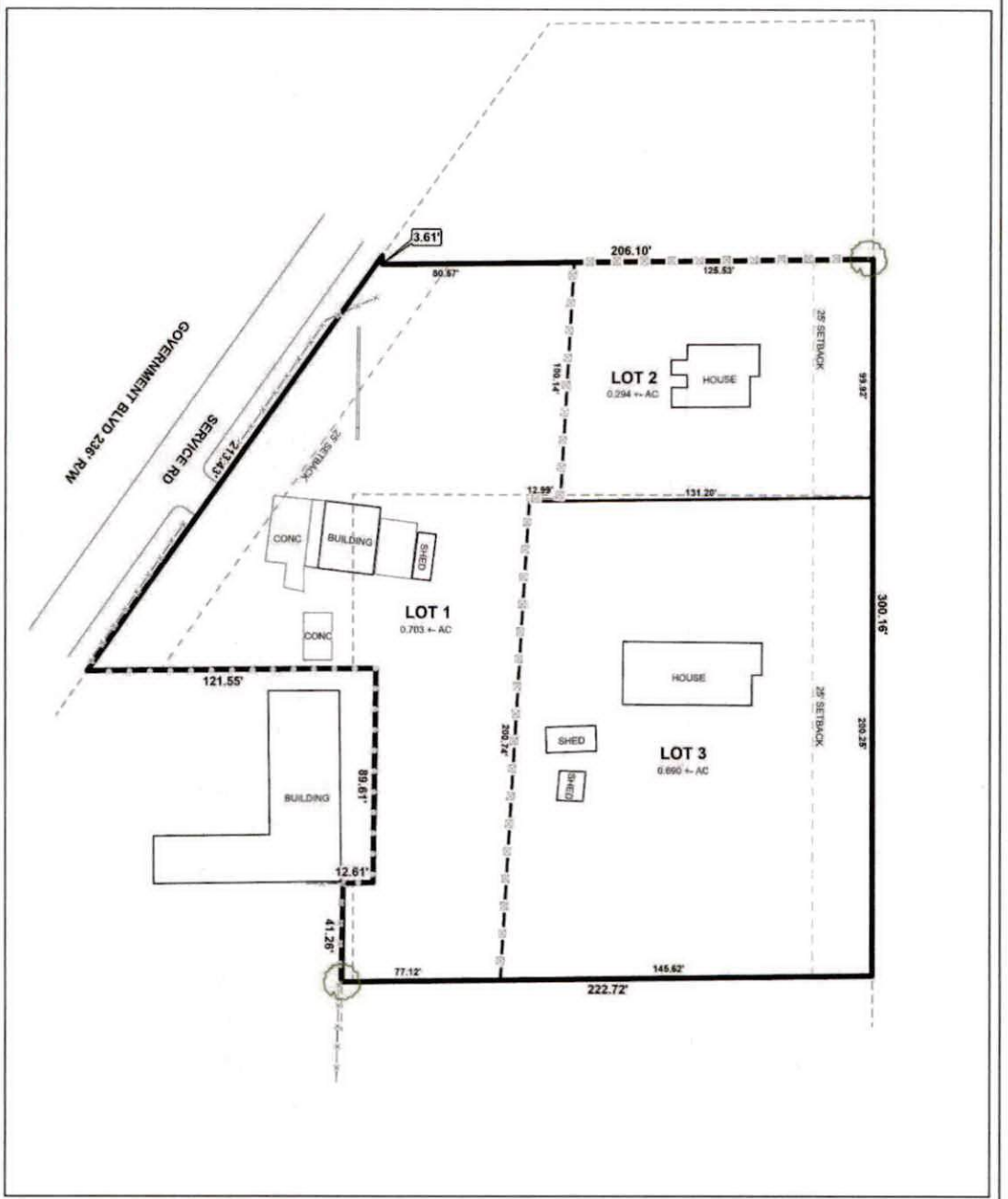
REQUEST Subdivision, Rezoning from R-1 and B-2 to R-1 and B-3

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

N

NTS

SITE PLAN



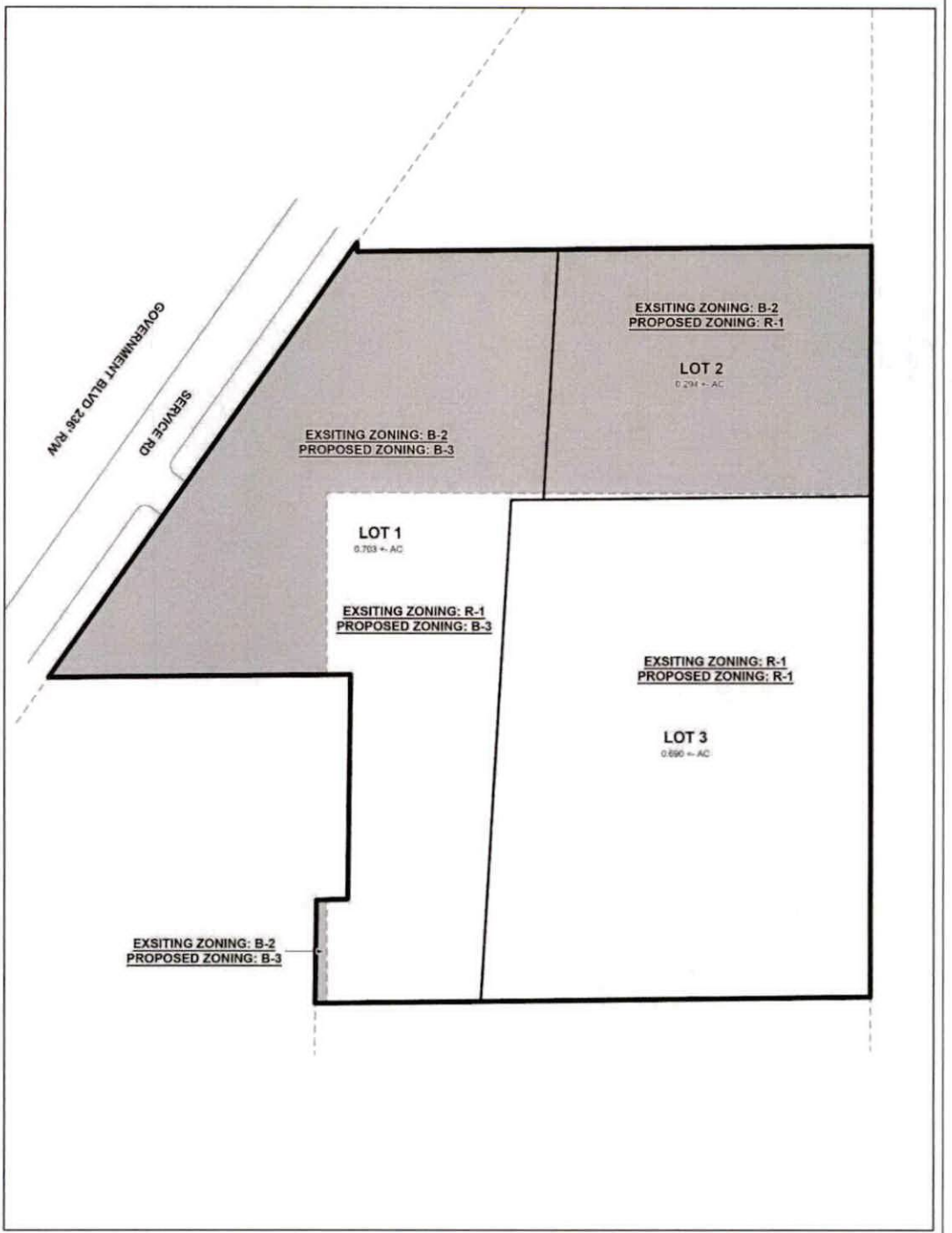
The site plan illustrates existing structures, setbacks, and proposed lots.

APPLICATION NUMBER	20	DATE	June 18, 2026
APPLICANT	Sunset Estates Subdivision		
REQUEST	Subdivision, Rezoning from R-1 and B-2 to R-1 and B-3		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 20 DATE June 18, 2026

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REQUEST Subdivision, Rezoning from R-1 and B-2 to R-1 and 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.

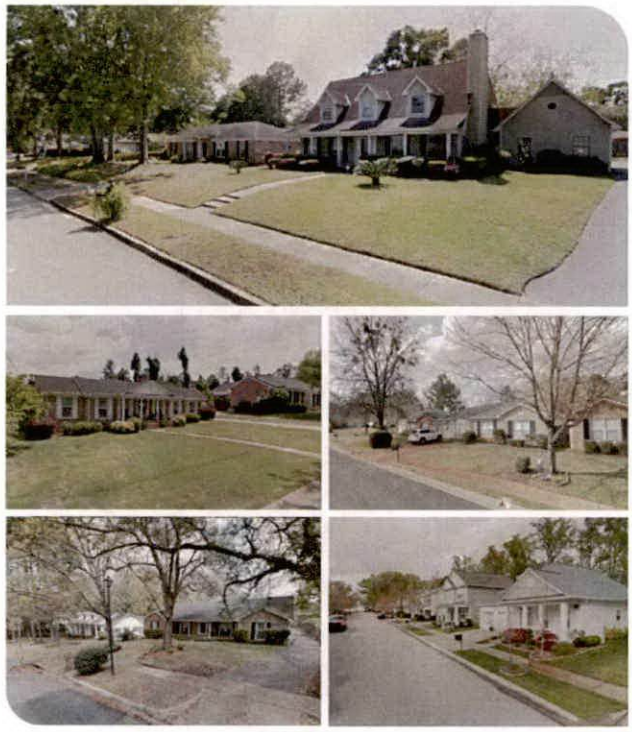
□ Zoning district is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

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

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Character Example



Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

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

Land use mix

Primary Uses

- Commercial
- Office

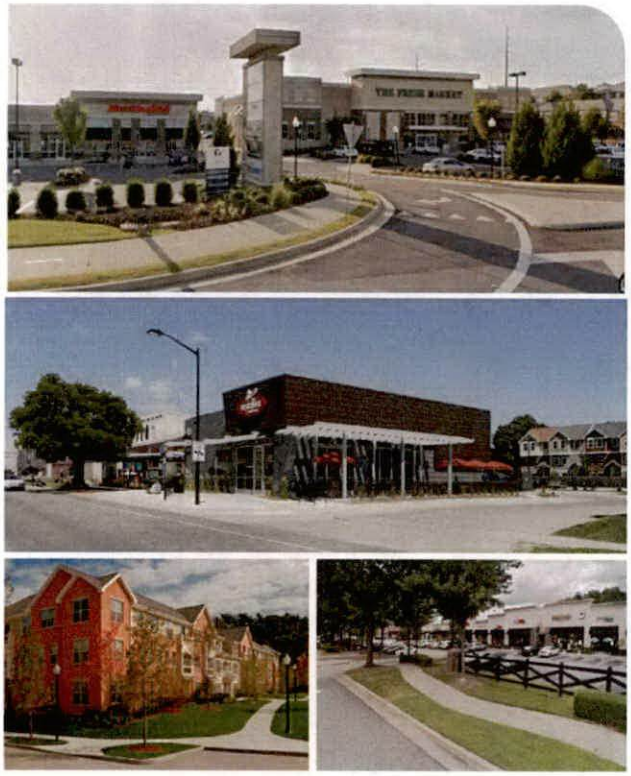
Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning
of Property Located at 2694 Government Boulevard and
2750, 2754, and 2756 Brookley Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 4, 2026**, a public hearing will be held on the **8th** day of **September**, 2026 at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2694 Government Boulevard and 2750, 2754, and 2756 Brookley Avenue from B-1, Buffer Business Suburban District, and B-2, Neighborhood business Suburban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, COOLEY'S SUBDIVISION, AS RECORDED IN MAP BOOK 4 PAGE 269, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00°32'47" EAST 180.59 FEET; THENCE SOUTH 89°43'38" EAST 330.13 FEET; THENCE NORTH 30°59'29" EAST 184.55 FEET; THENCE SOUTH 15°51'15" EAST 50.44 FEET; THENCE SOUTH 36°01'34" EAST 121.61 FEET; THENCE SOUTH 39°32'55" EAST TO A POINT ON THE WEST LINE OF GOVERNMENT BOULEVARD; THENCE SOUTH 25°51'34" WEST ALONG SAID WEST LINE 128.76 FEET TO A POINT ON THE NORTH LINE OF BROOKLEY AVENUE; THENCE SOUTH 89°38'34" WEST ALONG SAID NORTH LINE 514.90 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Community Business Suburban District (B-3), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the

terms of said Ordinance in a B-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, until all of the conditions set forth below have been complied with: 1. Completion of the Rezoning process prior to signing the Final Plat for the subdivision; and 2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 8th day of September, 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 12th day of August, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile located at **2694 Government Boulevard and 2750, 2754, and 2756 Brookley Avenue.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Community Business Suburban District (B-3).** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: 1. Completion of the Rezoning process prior to signing the Final Plat for the subdivision; and 2. Full compliance with all municipal codes and ordinances.

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

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

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

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

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, COOLEY'S SUBDIVISION, AS RECORDED IN MAP BOOK 4 PAGE 269, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00°32'47" EAST 180.59 FEET; THENCE SOUTH 89°43'38" EAST 330.13 FEET; THENCE NORTH 30°59'29" EAST 184.55 FEET; THENCE SOUTH 15°51'15" EAST 50.44 FEET; THENCE SOUTH 36°01'34" EAST 121.61 FEET; THENCE SOUTH 39°32'55" EAST TO A POINT ON THE WEST LINE OF GOVERNMENT BOULEVARD; THENCE SOUTH 25°51'34" WEST ALONG SAID WEST LINE 128.76 FEET TO A POINT ON THE NORTH LINE OF BROOKLEY AVENUE; THENCE SOUTH 89°38'34" WEST ALONG SAID NORTH LINE 514.90 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed **from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Community Business Suburban District (B-3),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3,** until all of the conditions set forth below have been complied with: 1. Completion of the Rezoning process prior to signing the Final Plat for the subdivision; and 2. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Byrd Surveying, Inc.
Estate of Raymond Stallings c/o Nicki Stallings Ball
2694 Government Boulevard and 2750, 2754, and 2756 Brookley Avenue
Council District 2
Samantha Ingram

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 28, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **July 16, 2026**, considered the request of **Byrd Surveying, Inc.,** for a change in zoning from **Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Community Business Suburban District (B-3),** for the property located at **2694 Government Boulevard and 2750, 2754, and 2756 Brookley Avenue.**

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

Copies of the application and report are attached.

Sincerely,

[redacted]

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 22, 2026

Byrd Surveying
Kari Givens
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 2694 Government Boulevard and 2750, 2754, and 2756 Brookley Avenue
ZON-UDC-003788-2026
Sagging Oaks Subdivision
Byrd Surveying, Inc.
District 2
Rezoning from Buffer Business Suburban District (B-1) and Neighborhood Business Suburban District (B-2), to Community Business Suburban District (B-3)

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

At its meeting on July 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 Suburban District**:

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

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

1. Completion of the Rezoning process prior to signing the Final Plat for the subdivision; and
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description and is **$325.28**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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 [redacted]
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

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

☐ **Planned Development**
Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	[redacted]	
Email:		
Address:		

[redacted]

	Owner	Design Professional
Name:	ESTATE OF RAYMOND STALLINGS	
Firm:	[redacted]	
Phone:		
Email:		
Address:		

2. PROPERTY I [redacted] property location, parcel number, and legal description.

2694 GOVERNMENT BLVD. & 2750-2756 BROOKLEY AVE.
Property Address

110,340 SF
Property Area (acres or square feet)

KEY #00881763 & KEY #00881772
Parcel Number(s) or Key Number(s)

R-1, B-1, B-2
Present Zoning or Transect District

B-3
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

[redacted]

5/4/26
Date

4/30/26
Date

PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
n my property, which is under consideration for Planning Commission/City Council approval, a sign
rstand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

4/30/26
Date

[redacted]

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

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

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

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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
PROPERTY IS LOCATED ON A SUBURBAN CORRIDOR THAT ALLOWS FOR ALL MODES OF TRANSPORTATION. ALTHOUGH THE MAP FOR MOBILE LOCATED THIS PROPERTY WITHIN A SUBURBAN NEIGHBORHOOD CLASSIFICATION, THIS PROPERTY BUSINESS AND USE WAS ESTABLISHED 60+ YEARS AGO.

MIXED COMMERCIAL CORRIDOR & LOW DENSITY RESIDENTIAL
Future Land Use Map (FLUM) Designation

B-3
Requested Zoning

2. Was there a mistake or error in the original zoning map? ■ Yes ☐ No
If yes, describe the error
PROPRETY WAS DEVELOPED AND USED BY BUSINESSES THAT ARE IN THE B-3 CLASSIFICATION.

3. Describe how this proposal promotes the community's health, safety, and welfare.
THIS WILL HELP BRING NEW BUSINESS, WITH JOB OPPORTUNITIES, TO THE AREA.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
THERE IS NO CHANGE IN THE AREA. THIS AMENDMENT IS TO CORRECT THE CLASSIFICATION TO MATCH THE BUSINESS USE.

[redacted]

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

1. Describe the current development trends in the area of the property.
   THERE ARE NO CHANGING DEVELOPMENTS IN THE AREA.

2. Describe the surrounding land uses.
   FAST FOOD RESTAURANT, AUTO SALES, ALTERNATOR REPAIR SHOP, MARDI GRAS SUPPLY STORE, AND RESIDENTIAL.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THERE WILL BE NO ADVERSE IMPACT ON NEIGHBORING PROPERTIES.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THE SITE HAS ADEQUATE INFRASTRUCTURE.

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.
   THIS WILL HAVE THE CITY ZONING MAPS MATCH THE BUSINESSES THAT ARE PROPOSING TO LOCATE IN MOBILE.

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

[redacted]

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, NIKKI STALLINGS BALL, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of ESTATE OF RAYMOND STALLINGS, a corporation for the property located within the city limits of Mobile, Alabama at 2694 GOVERNMENT BLVD. & 2750-2756 BROOKLEY AVE.

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

BYRD SURVEYING
Designee (1)

Designee (2)

[redacted]

Email

Phone Number

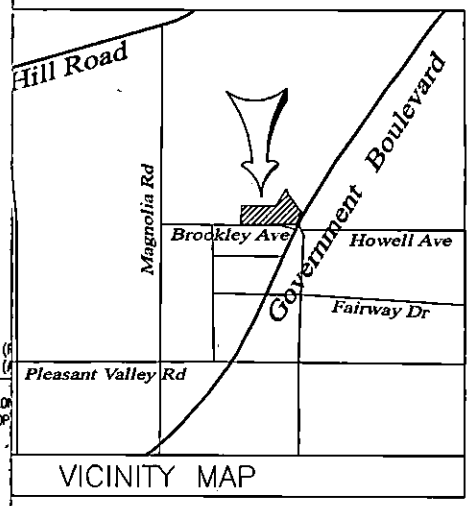
[redacted]

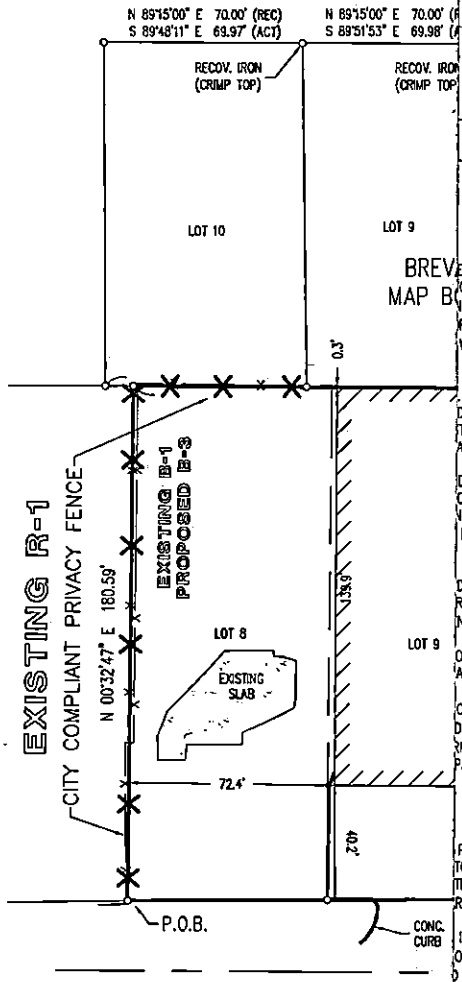
5/4/26
Date

[redacted]

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, COOLEY'S SUBDIVISION, AS RECORDED IN MAP BOOK 4 PAGE 269, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00°32'47" EAST 180.59 FEET; THENCE SOUTH 89°43'38" EAST 330.13 FEET; THENCE NORTH 30°59'29" EAST 184.55 FEET; THENCE SOUTH 15°51'15" EAST 50.44 FEET; THENCE SOUTH 36°01'34" EAST 121.61 FEET; THENCE SOUTH 39°32'55" EAST TO A POINT ON THE WEST LINE OF GOVERNMENT BOULEVARD; THENCE SOUTH 25°51'34" WEST ALONG SAID WEST LINE 128.76 FEET TO A POINT ON THE NORTH LINE OF BROOKLEY AVENUE; THENCE SOUTH 89°38'34" WEST ALONG SAID NORTH LINE 514.90 FEET TO THE POINT OF BEGINNING.





E EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, G, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT NGINEERING PERMITTING DEPARTMENT (208-6070) AND MUST COMPLY WITH F-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY VIII).

APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING . A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED DING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE TURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ANY OF THE CONSTRUCTION WORK.

D DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED ORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER NTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF

DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND RBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES NANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE OR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A ANCY.

CABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM D FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE RMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE PROVALS.

MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS

PROPERTY WILL REMAIN THE SAME AS EXISTING, WITH ANY CHANGES IN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO TE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM RTICLE 3, SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.

IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE ON ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2015-116 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE EE COMMISSION. REMOVAL OF HERITAGE TREES FROM A COMMERCIAL SITE AL PERMIT.

TY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY NCE. (2012 INTERNATIONAL FIRE CODE).

-1, B-1 & B-2 TO B-3
GS PROPERTY
IMENT BOULEVARD
ROOKLEY AVENUE

LEGAL DESCRIPTION

SOCIATES OF MOBILE, D.B.A.
SURVEYING

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, COOLEY'S SUBD
PAGE 269, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA;
FEET; THENCE SOUTH 89°43'38" EAST 330.13 FEET; THENCE NORTH
SOUTH 15°51'15" EAST 50.44 FEET; THENCE SOUTH 36°01'34" EAST
EAST TO A POINT ON THE WEST LINE OF GOVERNMENT BOULEVARD;
SAID WEST LINE 128.76 FEET TO A POINT ON THE NORTH LINE OF
89°38'34" WEST ALONG SAID NORTH LINE 514.90 FEET TO THE POI

AD

MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
APRIL 29, 2026

IN THE PROBATE COURT OF MOBILE COUNTY, ALABAMA

IN THE MATTER OF CASE NO. 2026-0045

RAYMOND JOEL STALLINGS,

Deceased.

ORDER

Petition to probate last will and testament dated November 8, 2018 of the above named decedent is hereby **GRANTED** this date.

It is **ORDERED** that Letters Testamentary under the last will and testament of RAYMOND JOEL STALLINGS, deceased, do forthwith issue to NICKOLE STALLINGS BALL, as prayed.

It is further **ORDERED** that the Personal Representative shall not deposit with her legal counsel, and legal counsel shall not receive, any funds or other assets of this estate which exceed the total sum/value of $10,000 without prior approval of the Court. Any estate funds appropriately held by legal counsel shall be placed in an interest account unless said funds are to be disbursed with forty-five (45) days of receipt by legal counsel.

The Personal Representative is **ORDERED** to report to the Court if any litigation involving a wrongful death or personal injury claim is commenced in another court. If same is reported, the Personal Representative shall file with this Court a petition to determine the heirs of the decedent.

The Personal Representative is **ORDERED** to notify the Alabama Medicaid Agency of their appointment as Personal Representative of this estate.

The Personal Representative is **DIRECTED** to review the information contained in the Personal Representative's Handbook relating to bank accounts that have pay-on-death beneficiary provisions, multi-party bank accounts and/or bank accounts that contain rights-of-survivorship provisions, that the decedent had an interest in at the time of death.

Any bank, credit union, or other financial institution that has an account as to which the decedent had an interest in is **AUTHORIZED** to furnish account information, including, but not limited to, customer agreements, statements for the twelve (12) months preceding the date of this Order to the Personal Representative.

The Personal Representative is **ORDERED** to publish the attached notice of their appointment in a newspaper in general circulation in Mobile County once a week for three (3) consecutive weeks and to furnish proof of same to the Court within sixty (60) days of the date of this Order.

Absent the filing of the items above, this cause is set for hearing on March 16, 2026 at 3:45 p.m., in Courtroom 1, Third Floor, Mobile County Government Center Annex, 151 Government Street, Mobile, Alabama.

Attendance at the above hearing(s) is **REQUIRED** unless the item(s) outlined above are filed by 12:00 p.m. on the Friday preceding the hearing. Annual reports, such as partial settlements, are due on or around the date prescribed and should not be filed too far in advance of the hearing date.

The hearing(s) shall be moot if all item(s) are timely filed.

The Clerk of the Court is **DIRECTED** to forward copies of this Order to all legal counsel of record by electronic mail and to all parties in interest by United States Mail.

Dated this 16th day of January, 2026.

THE STATE OF ALABAMA

COUNTY OF MOBILE

COURT OF PROBATE

CASE NO. 2026-0045

RE: RAYMOND JOEL STALLINGS, DECEASED

LETTERS TESTAMENTARY

The Will of RAYMOND JOEL STALLINGS, deceased, having been duly admitted to record in said county, Letters Testamentary are hereby granted to NICKOLE STALLINGS BALL, the Personal Representative named in said will, who has complied with the requisites of the laws and who is authorized to take upon herself the execution of such will. Except as restricted or otherwise provided by said will, the Personal Representative is authorized to administer the estate in accordance with the powers and duties set out pursuant to *Ala. Code* §§43-2-830, et seq. (1975). Unless otherwise provided by the will, the powers and duties of said Personal Representative specifically include, but are not limited to, gathering and retaining estate assets, paying taxes, fees, and expenses, including court costs, incident to the administration of the estate. Any and all financial institutions are **ORDERED** to provide the Personal Representative(s) with all information regarding any payment on death accounts in the name of the deceased. Said funds may be subject to the payment of debts and should not be expended prior to the conclusion of the applicable six-month claims period and without prior Court approval.

ORDERED this 16th day of January, 2026.

[redacted]

NOTICE OF ESTATE ADMINISTRATION

PROBATE COURT OF MOBILE COUNTY, ALABAMA

Estate of RAYMOND JOEL STALLINGS, Deceased

Case No. 2026-0045

Take notice that Letters Testamentary have been granted to the below named party on the 16th 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.

NICKOLE STALLINGS BALL as Executrix
under the last will and testament of
RAYMOND JOEL STALLINGS, Deceased

Attorney of Record:

Shirley M. Justice, Esq.
P. O. Drawer 2025
Mobile, AL 36652

To Counsel/Petitioner: Please have the above publication notice run once a week for three (3) consecutive weeks in a newspaper in general circulation in Mobile County and file proof of the publication with the Court.

Newspaper: The above publication shall run as a Legal Notice. Mail proof of publication along with any bill for costs to the attorney of record or petitioner named above.

[redacted]

Dear Neighbor,

The owner of the property located at 2694 Government Boulevard and 2750-2756 Brookley Avenue is submitting an application to the City of Mobile to rezone the property to match the type of businesses that have occupied the building for the past 40 years.

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

Meeting Location: Salvation Army Church at 3200 Pleasant Valley Road
Date: June 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,

[redacted]

Outlook

Byrd Surveying, Inc. (ZON-UDC-003788-2026)

[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. **Owner Authorization:** An owner's letter of authorization signed by Nikki Stallings Ball was submitted; however, we are unable to verify Nikki Stalling Ball's affiliation with the listed property owners, Raymond J. & Julia T. Stallings. Please provide one of the following to satisfy this requirement:
    - Documentation explicitly authorizing Nikki Stallings Ball to act on their behalf; or
    - Documentation confirming that Nikki Stallings Ball is the current property owner.

2. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, July 1, 2026**.
   Note: To date, only a dated photograph of the Neighborhood Meeting sign and a copy of the letter advertising the meeting have been received.

3. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the preliminary plat 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 June 17, 2026**, the application will be considered **partially complete** and placed on the agenda for the **July 16, 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 **July 1, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning

Outlook

Re: Byrd Surveying, Inc. (ZON-UDC-003788-2026)

[redacted]

Good morning,

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

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

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, July 1, 2026**.
   Note: To date, only a dated photograph of the Neighborhood Meeting sign and a copy of the letter advertising the meeting have been received.

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

If the application fees are paid **by noon today, June 17, 2026**, the case will be scheduled for the **July 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.

IMPORTANT - PLEASE READ

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:

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Important:
If the required Neighborhood Meeting documentation is not received by **July 1, 2026,** the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

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

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 6/24/2026

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):

REZONING

Neighborhood Meeting Date: 6/23/2026

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: SALVATION ARMY CHURCH
3200 PLEASANT VALLEY 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: NICKI STALLINGS BALL / GERALD D BYRD
(First Name & Last Name)

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

[redacted] Date: 6/24/2026

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.

Neighborhood Meeting Checklist:

✓ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.

✓ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.

✓ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.

✓ Neighborhood Meeting held.

✓ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:

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

✓ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.

✓ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

Neighborhood Meeting

Date: 6/23/2026

Time: 5:00 PM

Location of Neighborhood Meeting: SALVATION ARMY CHURCH

2694 GOVERNMENT BLVD

Project Location: 2750-2756 BROOKLEY AVENUE

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

R-1 & B-1 & B-3 TO B-3

[redacted]

Neighborhood Meeting Summary

Meeting Date: 6/23/2026

Meeting Time: 5:00 PM

Meeting Location: SALVATION ARMY CHURCH

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

I EXPLAINED THAT THE PROPOSAL IS COMBINE MULTIPLE ZONING CLASSIFICATIONS INTO A B-3 CLASSIFICATION

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):

DAVID THOMAS IS ONE OF THE REALTORS INVOLVED IN THE SALE OF THE BUILDING

JENNY DOLAN IS A NEIGHBOR TO THE PROPERTY

RONALD + DOROTHY SAW THE SIGNS ON THE PROPERTY AND THOUGHT IT MAY ~~[illegible]~~ AFFECT HER PROPERTY.

WE DISCUSSED THAT THE PROPOSAL IS TO COMBINE THE ZONING CLASSIFICATIONS AND USE THE BUILDING AS IT'S BEEN USED FOR THE PAST 40+ YEARS

Neighborhood Meeting Summary
Date: 6/23/2026
Applica[redacted]

Meeting Location: Salvation Army Church
Application: _____

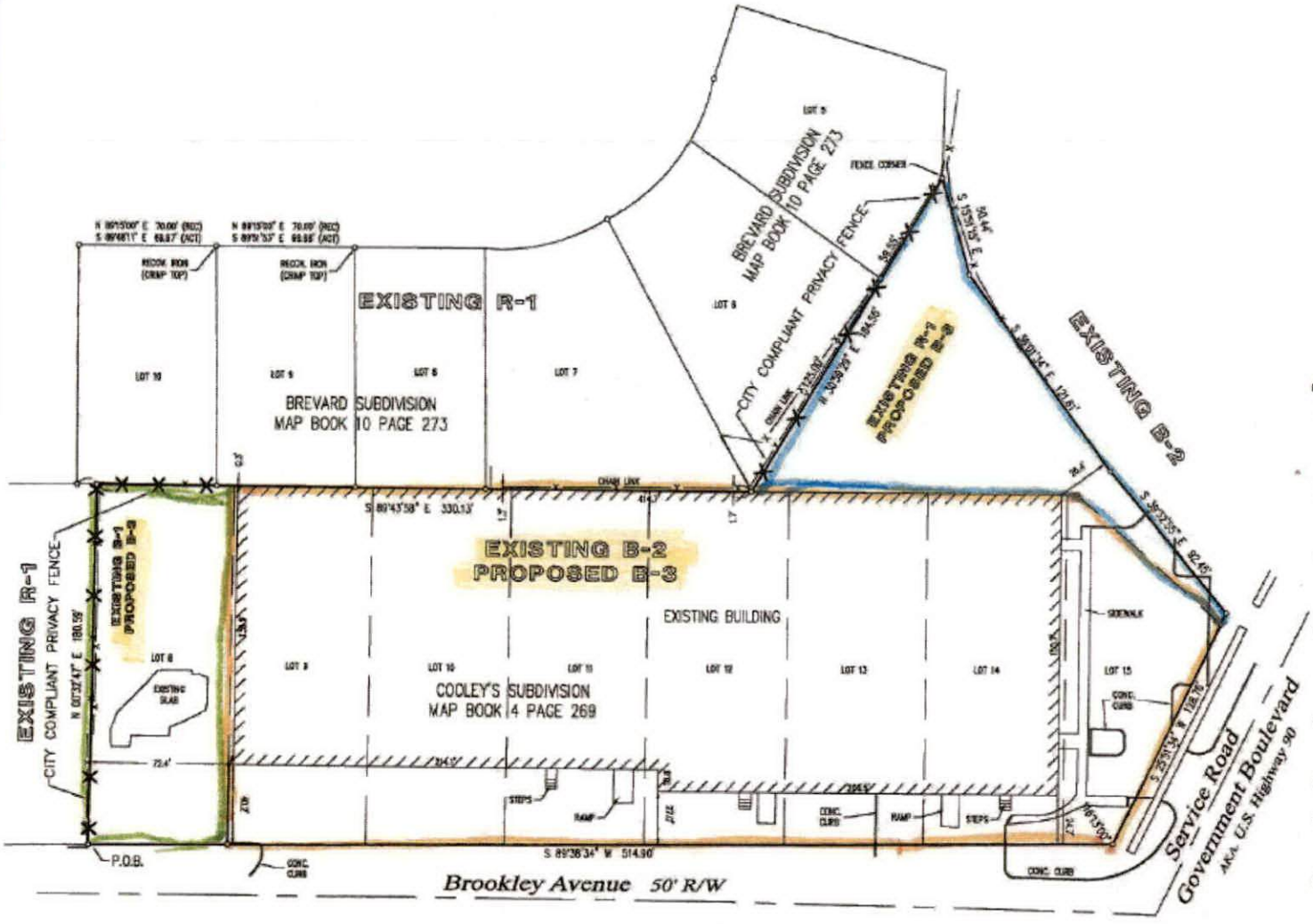
(Meeting summary, continued)

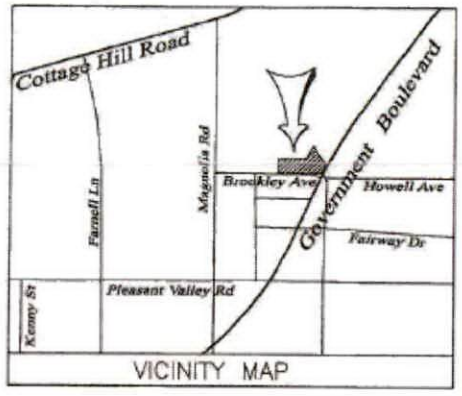
If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

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

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

X [redacted] Date: 6/24/2026





NOTES:

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (208-8070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VII).
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.
7. ALL EXISTING CURB CUTS TO PROPERTY WILL REMAIN THE SAME AS EXISTING, WITH ANY CHANGES IN SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY NEW ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE STANDARDS AS DEFINED IN ARTICLE 3, SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT
8. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2015-116 AND CITY CODE CHAPTERS 57 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM A COMMERCIAL SITE WILL REQUIRE A TREE REMOVAL PERMIT.
9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE. (2012 INTERNATIONAL FIRE CODE).

NOTE: DRIVES, PARKING, AND LANDSCAPE DATA NOT SHOWN SINCE THERE WILL BE NO CHANGE.

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, COOLEY'S SUBDIVISION, AS RECORDED IN MAP BOOK 4 PAGE 269, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00°32'47" EAST 180.59 FEET; THENCE SOUTH 89°43'58" EAST 330.13 FEET; THENCE NORTH 30°59'29" EAST 184.55 FEET; THENCE SOUTH 15°51'15" EAST 50.44 FEET; THENCE SOUTH 36°08'34" EAST 121.61 FEET; THENCE SOUTH 39°32'55" EAST TO A POINT ON THE WEST LINE OF GOVERNMENT BOULEVARD; THENCE SOUTH 25°51'34" WEST ALONG SAID WEST LINE 128.78 FEET TO A POINT ON THE NORTH LINE OF BROOKLEY AVENUE; THENCE SOUTH 89°38'34" WEST ALONG SAID NORTH LINE 514.90 FEET TO THE POINT OF BEGINNING.

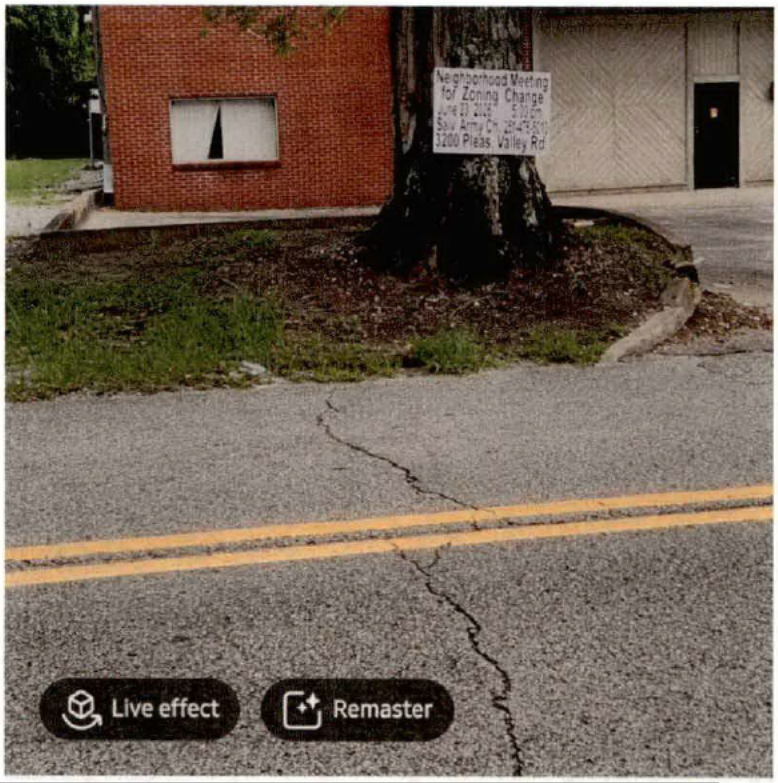
0 40 80 120

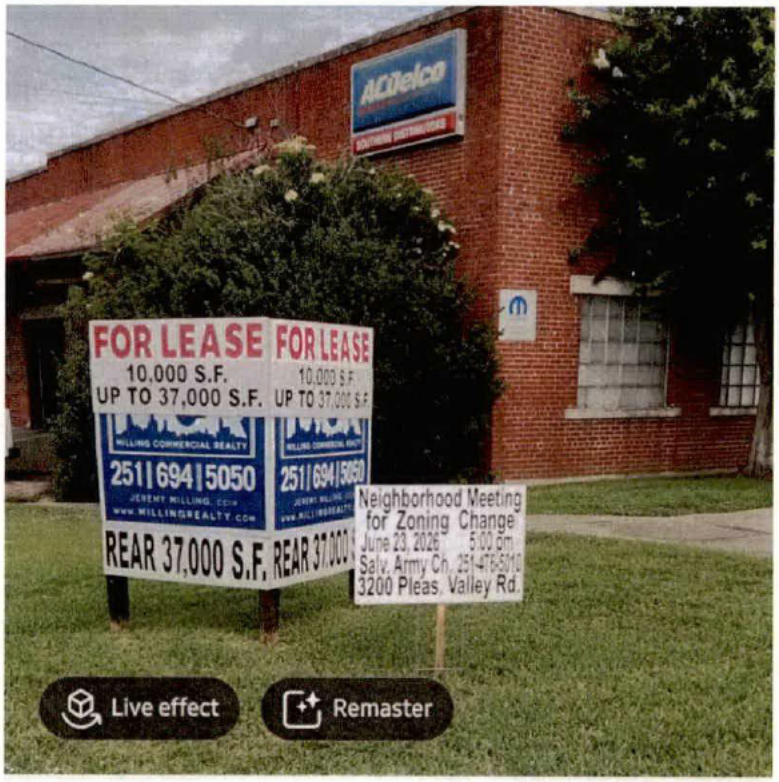
REZONING R-1, B-1 & B-2 TO B-3
STALLINGS PROPERTY
2694 GOVERNMENT BOULEVARD
2750 - 2756 BROOKLEY AVENUE

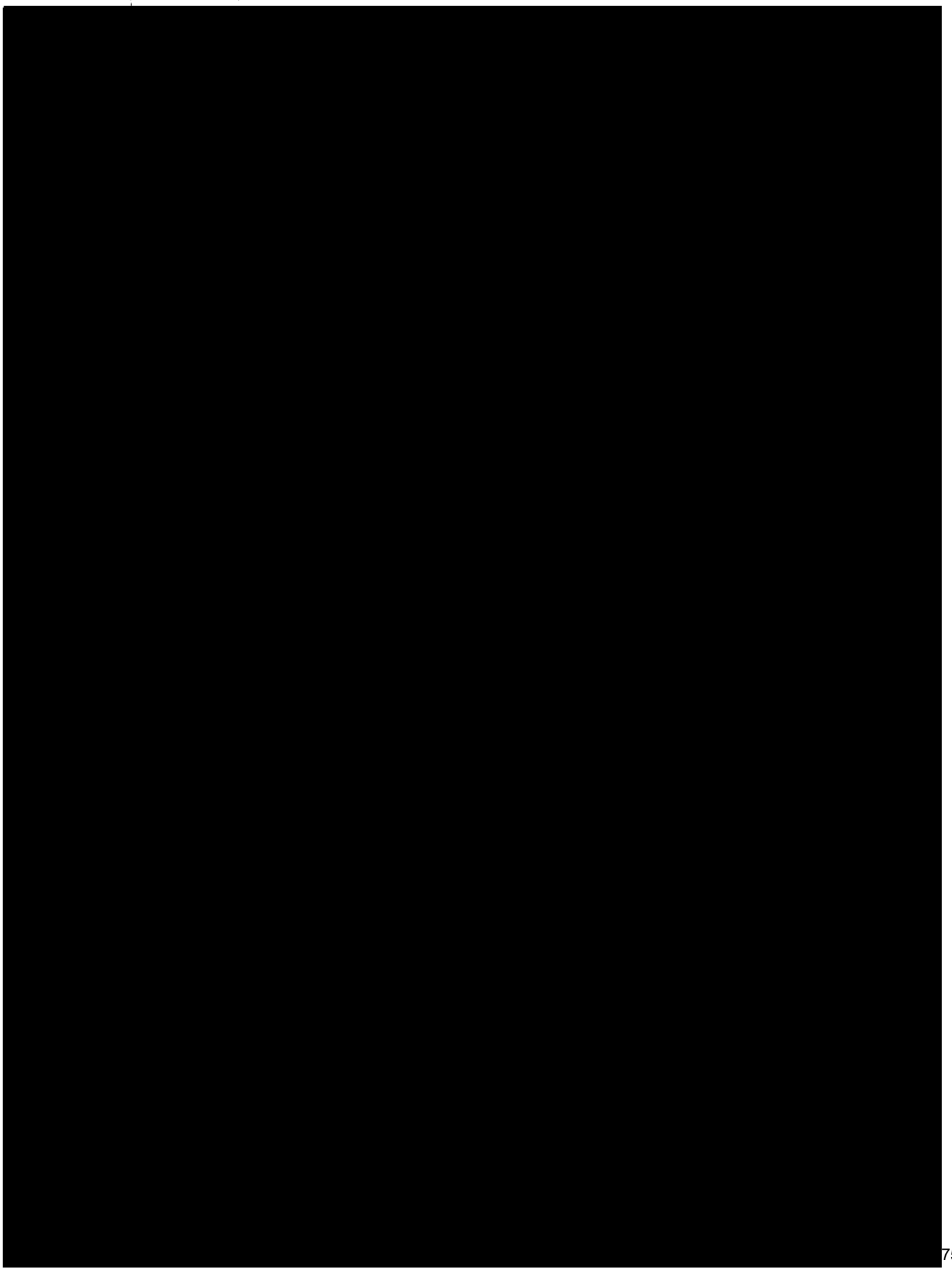
SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ

SCALE : 1" = 40'
APRIL 29, 2026
26BS123


Neighborhood Meeting
for Zoning Change
3200 Pleas Valley Rd
Live effect
Remaster


ACDelco
FOR LEASE
10,000 S.F.
UP TO 37,000 S.F.
FOR LEASE
10,000 S.F.
UP TO 37,000 S.F.
MILLING COMMERCIAL REALTY
251|694|5050
JEREMY MILLING, CCIM
WWW.MILLINGREALTY.COM
REAR 37,000 S.F.
Neighborhood Meeting
for Zoning Change
June 23, 2026 5:00 pm
Salv. Army Ch. 251-476-5010
3200 Pleas. Valley Rd.
Live effect
Remaster



[redacted]

Agenda Item #29

SUB-003787-2026 & ZON-UDC-003788-2026

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
2694 Government Boulevard and 2750, 2754, and 2756 Brookley Avenue

Subdivision Name:
Sagging Oaks Subdivision

Applicant / Agent:
Byrd Surveying, Inc.

Property Owners:
Estate of Raymond Stallings

Current Zoning:
R-1, Single-Family Residential Suburban District,
B-1, Buffer Business Suburban District &
B-2, Neighborhood Business Suburban District

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Neighborhood Meeting:
- A Neighborhood Meeting was required due to the proposed rezoning to a higher zoning classification.
- The meeting was held on June 23, 2026, at 5:00 p.m. at 3200 Pleasant Valley Road.

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

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

Commission Considerations:
1. Subdivision proposal with ten (10) conditions; and
2. Rezoning with two (2) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units.

APPLICATION NUMBER 29 DATE July 16, 2026

APPLICANT Sagging Oaks Subdivision

REQUEST Subdivision, Rezoning from B-2 to B-3

N

NTS

SITE HISTORY

The subject site was annexed into the City of Mobile in 1945.

In August 1945, most of the site was included in Cooley's Subdivision, a 15-lot subdivision.

The site was granted a Rear Yard Variance by the Board of Zoning Adjustment in November 1956 to allow the construction of a heating and air conditioning business.

A second Rear Yard Variance was granted in December 1963 to allow the expansion of the existing warehouse.

In 1967, the Eastern portion of site was assigned a B-2, Neighborhood Business District zoning classification with the adoption of the Zoning Ordinance. The rest of the site was assigned an R-1, Single-Family Residential District zoning classification.

In July 1973, the middle portion of the site was rezoned from R-1 to B-2, Neighborhood Business District.

A third Rear Yard Variance was approved in September 1977 to allow an addition to the existing warehouse on the site.

In June 1980, the Western end of the site was rezoned from R-1 to B-1, Buffer Business District.

No additional Planning Commission or Board of Zoning Adjustment cases are associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide a written description for the proposed subdivision boundary.
C. Revise NOTES #15 to read - As shown on the 1984 aerial photo LOT A will receive the 82,000 sf of historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). Stormwater detention will be required for any additional impervious area that exceeds the allowable credit for that LOT.
D. Retain NOTES 6 – 8, 13, and 15.
E. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review [redacted] ior to obtaining any signatures. No signatures are required o

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

- Within 400 feet of non-sprinklered commercial buildings

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

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

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from seven (7) legal lots of record, and two (2) metes-and-bounds parcels. The site is currently served by public water and sanitary sewer.

The proposed lot will have frontage along Government Boulevard and Brookley Avenue. Government Boulevard is a Principle Arterial Street requiring a 250-foot-wide right-of-way at this location. As the preliminary plat indicates a current right-of-way width of 236 feet along the site, dedication will be required to provide 125 feet from the centerline of Government Boulevard, if currently less. Brookley Avenue is a minor street without curb and gutter requiring a 60-foot right-of-way width. As the current right-of-way width is 50 feet, dedication would be required to provide 30 feet from the centerline of Brookley Avenue. The preliminary plat should be revised, if approved, to label both streets with their right-of-way widths after any required dedication.

No minimum building setback line is indicated on the preliminary plat along the street frontages. Therefore, if approved, the plat should be revised to illustrate at least a 25-foot minimum building setback line along both street frontages, adjusted for any required dedication.

The proposed lot meets the minimum size requirements for lots within a proposed B-3, Community Business Suburban District, as per Section 64-2-14 E of the Unified Development Code. As on the preliminary plat, the lot size label in both square feet and acres should be retained on the Final Plat, if approved, adjusted for any required frontage dedication, or a table should be furnished on the Final Plat providing the same information.

The proposed one (1)-lot subdivision would result in a split-zoning within the new lot. Therefore, if approved, the Final Plat for the subdivision should not be signed until the Rezoning process is finalized.

Rezoning

The applicant's justification for the rezoning request can be viewed via the link provided on Page 1 of this report.

A Neighborhood Meeting was conducted in accordance with Article 3, Section 64-5 of the Unified Development Code due to the request for rezoning to a higher zoning classification. The meeting was properly advertised, and notice of the date, time, and location was mailed to all property owners within 300 feet of the subject site. The meeting was held on June 23, 2026, at 5:00 p.m., at Salvation Army Church at 3200 Pleasant Valley Road. According to the sign-in sheet provided by the applicant, three (3) members of the public attended. The applicant submitted all required Neighborhood Meeting documentation within the prescribed timeframe prior to the Planning Commission meeting and executed the required checklist attesting to the accuracy and completeness of the information provided.

The site is bordered to the North by R-1 and B-2 zoning. To the West is R-1 zoning, and to the South across Brookley Avenue is a mixture of R-1 and B-2 zoning. To the East across Government Boulevard is B-3 zoning.

The site has been used for warehousing/light distribution for approximately sixty (60) years, and no changes in use are proposed. The site plan submitted with the rezoning application depicts the existing structure on the proposed lot, along with a paved parking area. No new development is proposed on the site and no site modifications are proposed. The applicant states that the property was developed and used by businesses that are in the B-3 classification, and the purpose of the amendment is to correct the classification to match the business use.

The Unified Development Code (UDC) and corresponding zoning map are based on long-range comprehensive planning studies intended to promote orderly and desirable development. Unsubstantiated or inconsistent amendments to the UDC may undermine this purpose. Therefore, rezoning requests are evaluated according to the following criteria:

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

In this case, the proposed subdivision may warrant reclassification to eliminate split zoning. If approved, the rezoning process should be completed prior to signing the Final Plat for the subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Dedication to provide 125 feet from the centerline of Government Boulevard, if currently less;
2. Dedication to provide 30 feet from the centerline of Brookley Avenue, if currently less;
3. Revision of the plat to label the right-of-way widths of both streets after any required dedication;
4. Revision of the plat to illustrate a minimum building setback line of at least 25 feet along both street frontages, adjusted for any required dedication;
5. Retention of the lot size label in both square feet and acres on the Final Plat, adjusted for any required dedication, or the furnishing of a table on the Final Plat providing the same information;
6. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
7. Compliance with all Engineering comments noted in this staff report;
8. Compliance with all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

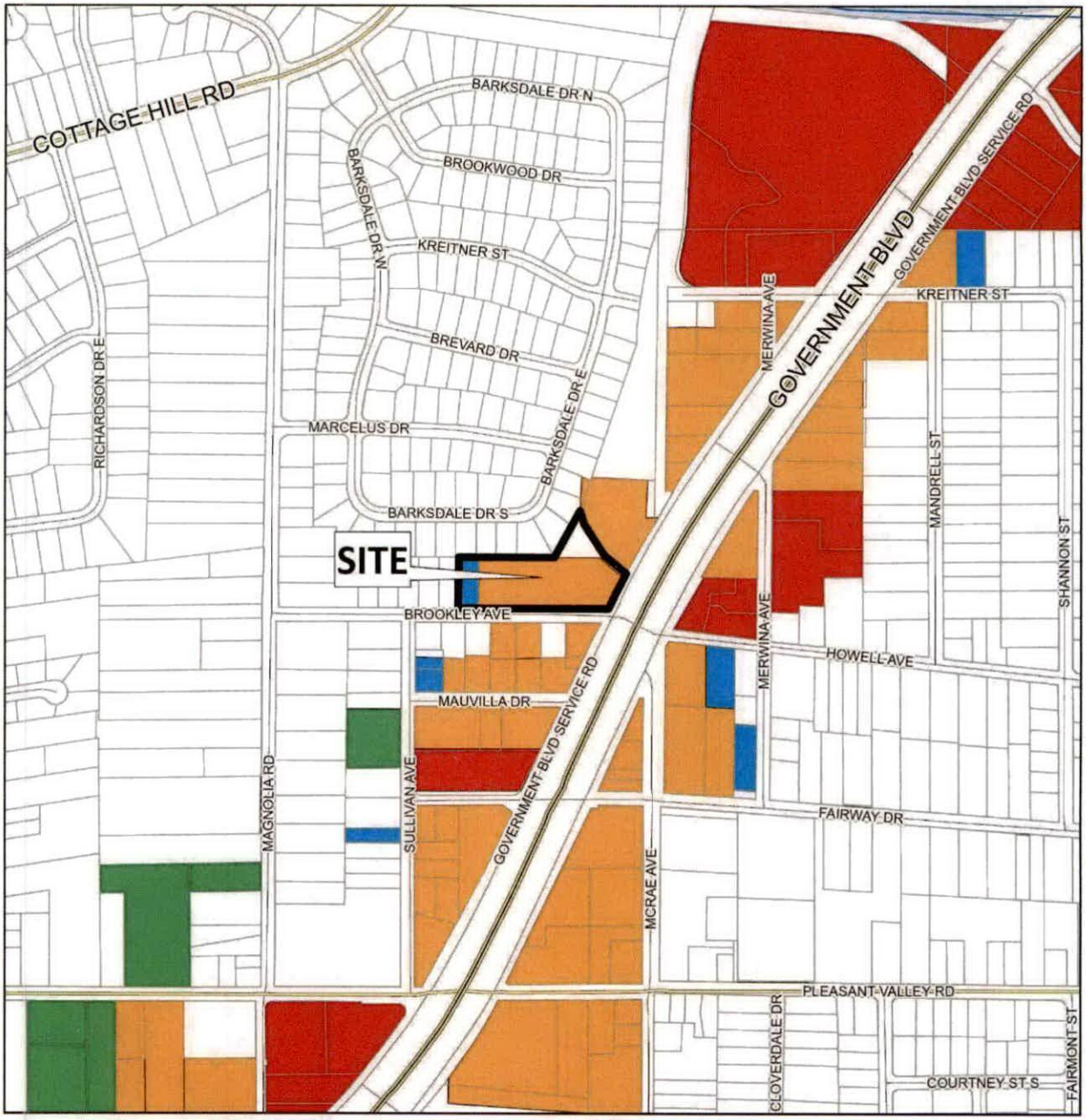
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Rezoning process prior to signing the Final Plat for the subdivision; and
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 29 DATE July 16, 2026

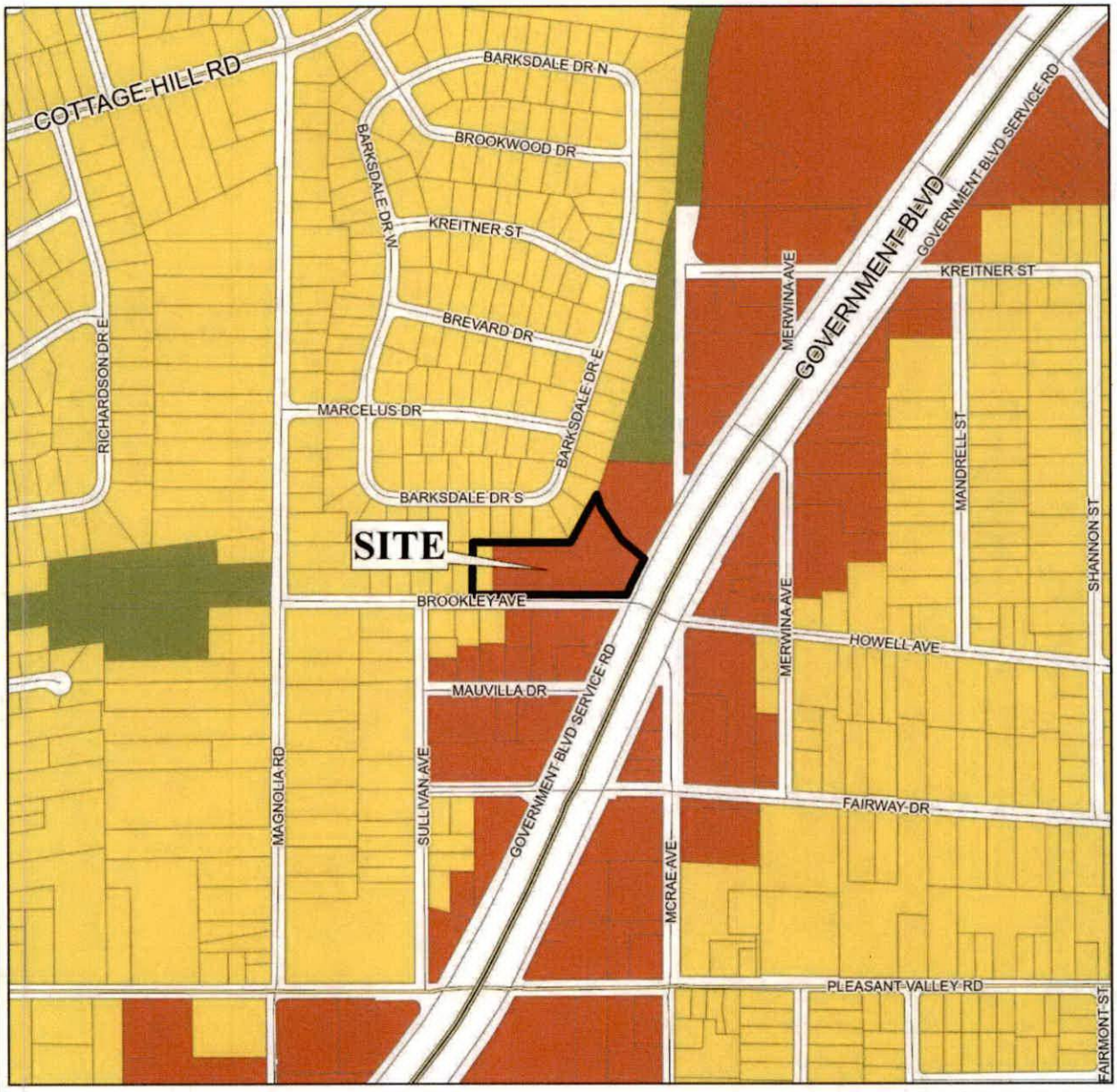
APPLICANT Sagging Oaks Subdivision

REQUEST Subdivision, Rezoning from B-2 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 29 DATE July 16, 2026

APPLICANT Sagging Oaks Subdivision

REQUEST Subdivision, Rezoning from B-2 to B-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING

The site is surrounded by residential units.

APPLICATION NUMBER 29 DATE July 16, 2026

APPLICANT Sagging Oaks Subdivision

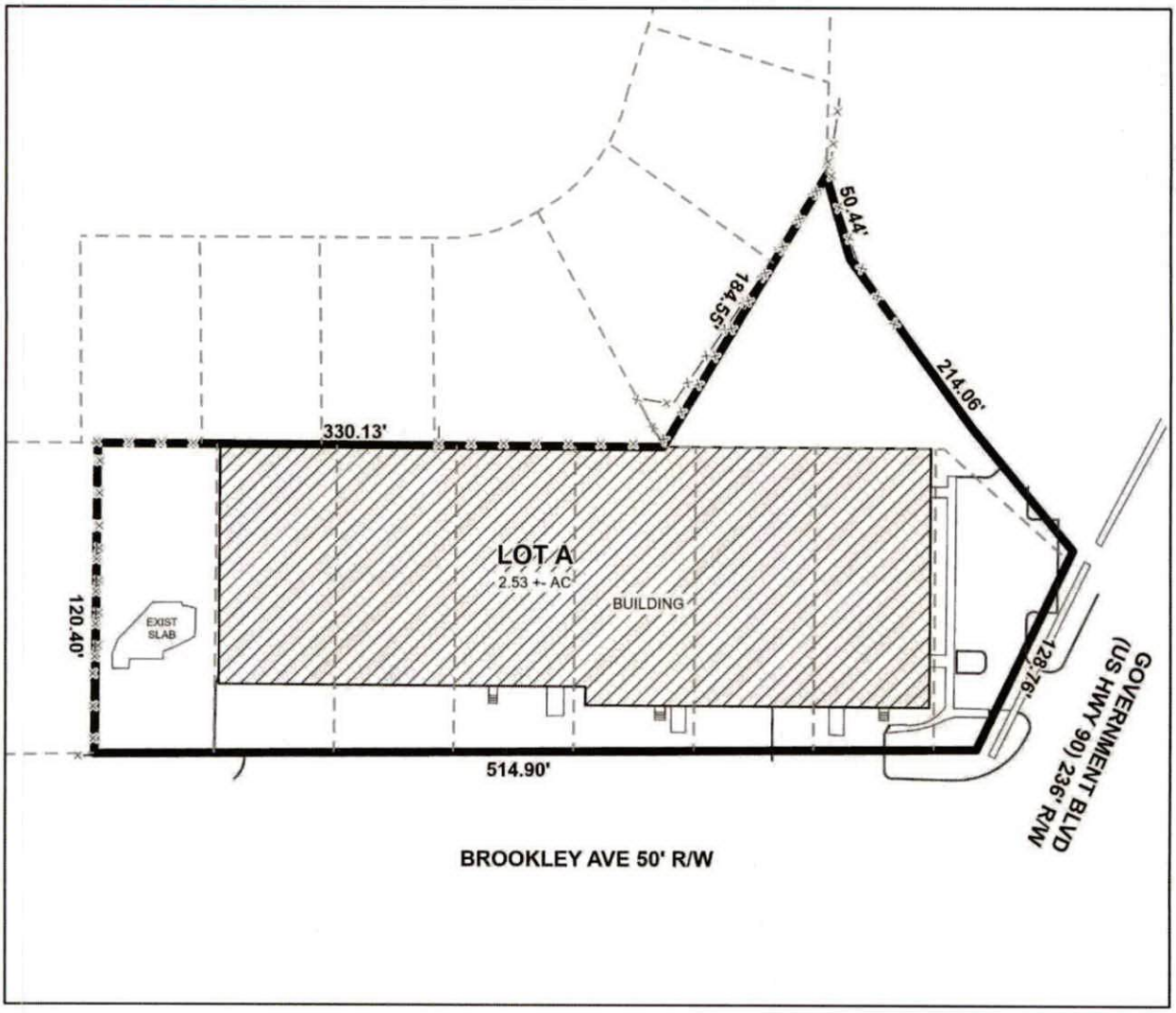
REQUEST Subdivision, Rezoning from B-1 and B-2 to B-3

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

N

NTS

SITE PLAN



The site plan illustrates existing buildings, fencing, and sidewalks.

APPLICATION NUMBER 29 DATE July 16, 2026 APPLICANT Sagging Oaks Subdivision REQUEST Subdivision, Rezoning from B-1 and B-2 to B-3	N NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Development Intent

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

Land use mix

Primary Uses

- Commercial
- Office

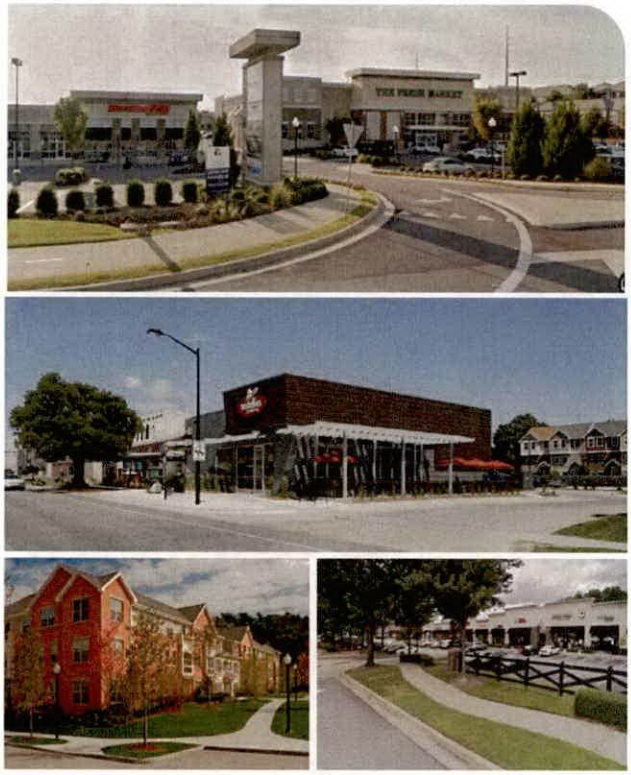
Secondary Uses

- Residential, Multifamily
- Residential, Attached
- Civic
- Parks

Housing mix

- Multifamily buildings
- Attached residential such as duplexes, multiplexes, and townhomes

Character Example



RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning for
Property Located at 4460 Dauphin Island Parkway

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 4, 2026**, a public hearing will be held on the **8th** day of **September, 2026**, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 4568 Halls Mill Road to allow expansion of a church school and day care in an R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOTS 4 & 5 ALBA POINT SUBDIVISION, AS RECORDED IN MAP BOOK 3, PAGE 245, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY ALABAMA, LESS AND EXCEPT THE RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY. BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 5 ALBA POINT SUBDIVISION, AS RECORDED IN MAP BOOK 3, PAGE 245, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY ALABAMA. THENCE RUN NORTH 14°42'02" EAST FOR 100 FEET TO A POINT: THENCE RUN SOUTH 75°17'59" EAST FOR 75 FEET TO A POINT THAT IS ON THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY (R/W VARIES); THENCE RUN SOUTH 14°42'02" WEST AND ALONG THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY FOR 100 FEET TO A POINT; THENCE RUN NORTH 75°17'59" WEST FOR 75 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from Single-Family Residential Suburban District (R-1) to Maritime Light District (ML), 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 an ML, 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 ML, until all of the conditions set forth below have been complied with: 1. Compliance with the landscaping and tree planting requirements of the Unified Development Code, subject to review and approval by Planning and Zoning; 2. Compliance with the off-street parking requirements of the Unified Development Code for the proposed use, subject to review and approval by Planning and Zoning; 3. Construction of a public sidewalk along the property frontage, or approval of a Sidewalk Waiver prior to the issuance of any development permits; 4. Approval of a one (1)-lot subdivision establishing the site as a legal lot of record, or submission of documentation demonstrating that the property existed in its current configuration prior to 1962; 5. Obtaining all required permits and approvals for any proposed signage; 6. Compliance with all applicable local, state, and federal permits and regulations related to the proposed seafood sales operation and any associated water-dependent facilities; and 7. Full compliance with all applicable municipal codes, ordinances, and regulations.

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 8th day of September, 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 12th day of August, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile located at **4460 Dauphin Island Parkway**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Single-Family Residential Suburban District (R-1) to Maritime Light District (ML).** 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 **ML** 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 **ML** districts until the following conditions have been complied with: 1. Compliance with the landscaping and tree planting requirements of the Unified Development Code, subject to review and approval by Planning and Zoning; 2. Compliance with the off-street parking requirements of the Unified Development Code for the proposed use, subject to review and approval by Planning and Zoning; 3. Construction of a public sidewalk along the property frontage, or approval of a Sidewalk Waiver prior to the issuance of any development permits; 4. Approval of a one (1)-lot subdivision establishing the site as a legal lot of record, or submission of documentation demonstrating that the property existed in its current configuration prior to 1962; 5. Obtaining all required permits and approvals for any proposed signage; 6. Compliance with all applicable local, state, and federal permits and regulations related to the proposed seafood sales operation and any associated water-dependent facilities; and 7. Full compliance with all applicable municipal codes, ordinances, and regulations.

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

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

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

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

LOTS 4 & 5 ALBA POINT SUBDIVISION, AS RECORDED IN MAP BOOK 3, PAGE 245, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY ALABAMA, LESS AND EXCEPT THE RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY. BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 5 ALBA POINT SUBDIVISION, AS RECORDED IN MAP BOOK 3, PAGE 245, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY ALABAMA. THENCE RUN NORTH 14°42'02" EAST FOR 100 FEET TO A POINT: THENCE RUN SOUTH 75°17'59" EAST FOR 75 FEET TO A POINT THAT IS ON THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY (R/W VARIES); THENCE RUN SOUTH 14°42'02" WEST AND ALONG THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY FOR 100 FEET TO A POINT; THENCE RUN NORTH 75°17'59" WEST FOR 75 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed **from Single-Family Residential Suburban District (R-1) to Maritime Light District (ML),** 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 an **ML**, 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 **ML,** until all of the conditions set forth below have been complied with: 1. Compliance with the landscaping and tree planting requirements of the Unified Development Code, subject to review and approval by Planning and Zoning; 2. Compliance with the off-street parking requirements of the Unified Development Code for the proposed use, subject to review and approval by Planning and Zoning; 3. Construction of a public sidewalk along the property frontage, or

approval of a Sidewalk Waiver prior to the issuance of any development permits; 4. Approval of a one (1)-lot subdivision establishing the site as a legal lot of record, or submission of documentation demonstrating that the property existed in its current configuration prior to 1962; 5. Obtaining all required permits and approvals for any proposed signage; 6. Compliance with all applicable local, state, and federal permits and regulations related to the proposed seafood sales operation and any associated water-dependent facilities; and 7. Full compliance with all applicable municipal codes, ordinances, and regulations.

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

Adopted:

_____

Lisa Lambert, City Clerk

Matthew Noel, Daddy's Boy Seafood
4460 Dauphin Island Parkway
Council District 3
C.J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 24, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **July 16, 2026**, considered the request of **Matthew Noel, Daddy's Boy Seafood,** for a change in zoning from **Single-Family Residential Suburban District (R-1) to Maritime Light District (ML),** for the property located at **4460 Dauphin Island Parkway**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 22, 2026

Matthew Noel
Daddy's Boy Seafood
1625 Sigler Avenue
Mobile, AL 36605

Re: 4460 Dauphin Island Parkway
ZON-UDC-003752-2026
Matthew Noel, Daddy's Boy Seafood
District 3
Rezoning from Single-Family Residential Urban District (R-1) to Maritime Light District (ML)

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

At its meeting on July 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 **Maritime Light District (ML)**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, 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 **Maritime Light District (ML)**, to the City Council, subject to the following conditions:

1. Compliance with the landscaping and tree planting requirements of the Unified Development Code, subject to review and approval by Planning and Zoning;
2. Compliance with the off-street parking requirements of the Unified Development Code for the proposed use, subject to review and approval by Planning and Zoning;
3. Construction of a public sidewalk along the property frontage, or approval of a Sidewalk Waiver prior to the issuance of any development permits;
4. Approval of a one (1)-lot subdivision establishing the site as a legal lot of record, or submission of documentation demonstrating that the property existed in its current configuration prior to 1962;
5. Obtaining all required permits and approvals for any proposed signage;
6. Compliance with all applicable local, state, and federal permits and regulations related to the proposed seafood sales operation and any associated water-dependent facilities; and
7. Full compliance with all applicable municipal codes, ordinances, and regulations.

The advertising fee for this application is based on the current legal description and is **$421.04**. 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

ZON-UDC-003752-2026

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.

- $531.26

Fees

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

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

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

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

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

- ☐ **Conditional Use Permits** — Checklist A
- ☒ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- ☐ **Planned Development** — Checklist C
- ☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Matthew Noel	
Firm:	Daddy's Boy Seafood	
Phone:	[redacted]	
Email:		
Address:		

PLANNING AND ZONING
18 MAY 2026 AM8:05

[redacted]

	Owner	Design Professional
Name:	Charlene Rash	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

4460 Dalphin Island Pkwy mobile AL 36605 — 7,487 sq ft

Property Address — Property Area (acres or square feet)

1049476

Parcel Number(s) or Key Number(s)

R-1 — MARITIME Lite

Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Charlene Rash — 5-12-2026

Owner Signature — Date

Matthew Noel — 5-12-2026

Applicant or Agent Signature (if applicable) — Date

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

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

Matthew Noel — 5-12-2026

Applicant or Agent Signature — Date

ZONING AM9:05

[redacted]

PROPERTY USE PERMISSION LETTER

5-12-2026

Property Owner: Charlene Rash
[redacted]

To: Mobile Planning and Zoning

Re: Permission to Use Property Located at 4460 Dalphin Island Parkway, Mobile, AL 36605

I, Charlene Rene Rash , am the owner of the property located at 4460 Dalphin Island Parkway, Mobile, AL 36605. This letter confirms that I grant Matthew David Noel permission to represent and use the Property for Daddy's Boy Seafood.

I am engaged to Mr. Noel and we have bought this property together and we are going through the legal channels to rezone to Maritime Light.

PROPERTY OWNER

Signature: Charlene Rash
Name Charlene Rene Rash
Date: 5-12-26

RECIPIENT / AUTHORIZED USER (ACKNOWLEDGEMENT)

Signature: Matthew D Noel
Name Matthew David Noel
Company Daddy's Boy Seafood
Date: 5-12-26
Phone/Email: [redacted]

PLANNING AND ZONING
18 NOV 2025 AM9:07

PLANNING AND ZONING
18 MAY 2026 AM9:05

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
We will be providing a seasonal service that is already established in the community. We revitalized the existing overgrown, dilapidated property by rebuilding the existing run down bulkhead falling into Perch Creek.

	maritime light
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.
We will be providing an already established Business to the community. The property isn't overgrown, the bulkhead isn't falling into perch creek where people access the Creek in Boats & Kyaks. We are helping the community by providing ~~commercial~~ fresh seafood to the public.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
The property will be well kept and maintained off of a State Hwy that is regularly traveled by automobiles, it also falls in with the Perch Creek development Plan making and adding to the rebuilding or revitalizing Dauphin Island Parkway.

[redacted]

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

1. Describe the current development trends in the area of the property.
The City has development plans to add to the ongoing parks & recreation project. They have proposed several plans on what the property could be added to the area.

2. Describe the surrounding land uses.
There are residential homes as well as businesses all throughout the area from marinas, to restaurants, to other home small businesses as well as many churches.

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

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
Yes we are licensed to sell seafood from our boat to the public as this is an already established business for the last two decades just at another location over the bridge.

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.
We provide a vital service to the community by offering fresh "low cost" seafood to the community. We by having a business also help other businesses in the area by shopping with them for the supplies we need to run and maintain our business.

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

We have made all the changes we needed by working with the Core & Adem to rebuild the delapadated bulkhead and pilings that were there and cleaning up years of dumped trash

PLANNING AND ZONING
18 MAY 2026 AM9:05

[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?
   May 1st 2026, Our Lady of Lourdes Parish Hall
   1621 Baykin Blvd Mobile AL 36605
2. What information was presented at the meeting?
   photos of the work that had been put into the property. Arial images of Shrimp Boat and dock, letter of support, photos of work that has been done to improve property.
3. What concerns were raised during the meeting?
   There were no concerns other than why the process was so complicated. Community had no opposition and were asked multiple times during meeting.
4. Were any modifications made or considered in response to the concerns raised at the meeting?
   There were no concerns at the meeting. Everyone was excited or very happy with the land improvements.

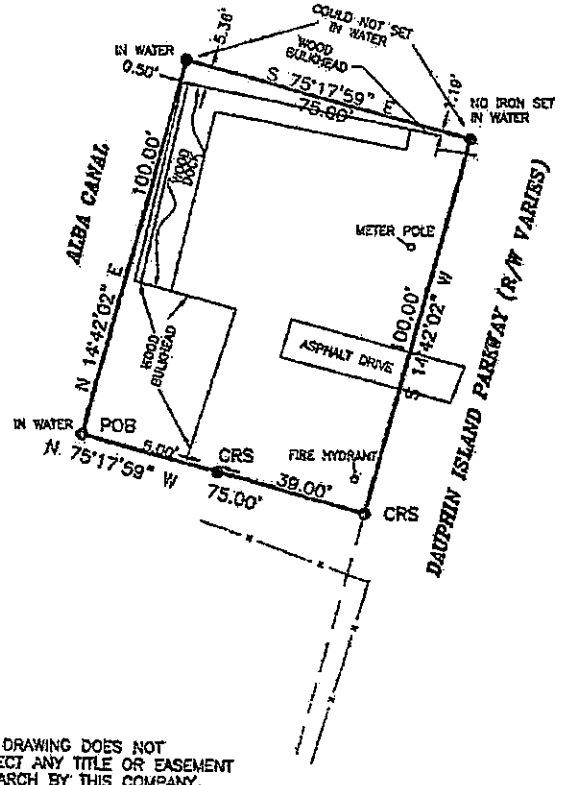
PLANNING AND ZONING
18 MAY 2026 AM9:05

[redacted]

PLANNING AND ZONING
18 MAY 2026 AM9:08

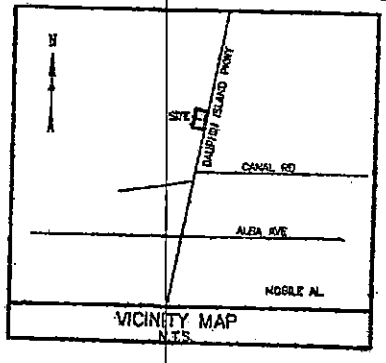
30 0 30
Scale: 1" = 30'

TYPE OF SURVEY: SITE PLAN
RECORD BEARING BASED ON SUBDIVISION PLAT
COLLECTED BEARING BASED ON G.P.S. OBSERVATIONS



DESCRIPTION:

LOTS 4 & 5 ALBA POINT SUBDIVISION, AS RECORDED IN MAP BOOK 3, PAGE 245, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY ALABAMA, LESS AND EXCEPT THE RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY.
BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 5 ALBA POINT SUBDIVISION, AS RECORDED IN MAP BOOK 3, PAGE 245, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY ALABAMA. THENCE RUN NORTH 14°42'02" EAST FOR 100 FEET TO A POINT; THENCE RUN SOUTH 75°17'59" WEST FOR 75 FEET TO A POINT THAT IS ON THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY (R/W VARIES); THENCE RUN SOUTH 14°42'02" EAST AND ALONG THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY FOR 100 FEET TO A POINT; THENCE RUN NORTH 75°17'59" WEST FOR 75 FEET TO THE POINT OF BEGINNING.



VICINITY MAP
N.T.S.

LEGEND:

P	=	OVERHEAD POWER LINES
PP	=	POWER LINE POLE
POB	=	POINT OF BEGINNING
CRF	=	CAPPED REBAR IRON FOUND
CRS	=	CAPPED REBAR IRON SET
CR1	=	CAPPED REBAR IRON FOUND ()
IF	=	IRON FOUND
CT	=	CRIMP TOP IRON PIPE FOUND
OT	=	OPEN TOP IRON PIPE FOUND
RBR	=	REBAR FOUND
CMT	=	CONCRETE MONUMENT FOUND
*FFE	=	FINISH FLOOR ELEVATION
R	=	RECORD
C	=	COLLECTED

FLOOD ZONE STATEMENT:

PROPERTY IS LOCATED IN ZONE AE WHICH WAS DETERMINED BY ELEVATIONS FROM INSURANCE RATE MAP 01097C0679L, DATED JUNE 05, 2020

5/8" CAPPED REBAR SET ON ALL PROPERTY CORNERS UNLESS NOTED.

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE.

SURVEYOR'S CERTIFICATE – SIGNED BY OWNERS

I, PAUL D. STEWART, A REGISTERED LAND SURVEYOR (ALABAMA, REG. NO. 30357) HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

PAUL D. STEWART, ALA. REG. NO. 30357

NOT VALID WITHOUT EMBOSSED SEAL

STEWART SURVEYING INC.

DRAWN BY:	JAS	SCALE:	1"=30'	REVISIONS	PROJECT	SHT. NAME	SHT. NO.
DATE:	5-13-26	S-T-R:	S28-T5S-R1W				1/1
DWG. NO.:	2605-009	CLIENT:	MATTHEW NOEL				
APPROVED BY:	PS	PROJECT:	2509-021				

Z:\projects\2026\0521\26-05\2605-009\2605-009.dwg, May 14, 2026 - 3:02:02PM, Zoro

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 5-18-26

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: May 1, 2026

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: Our Lady of Lourdes
1621 Baylon Blvd mobile AL 36605

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

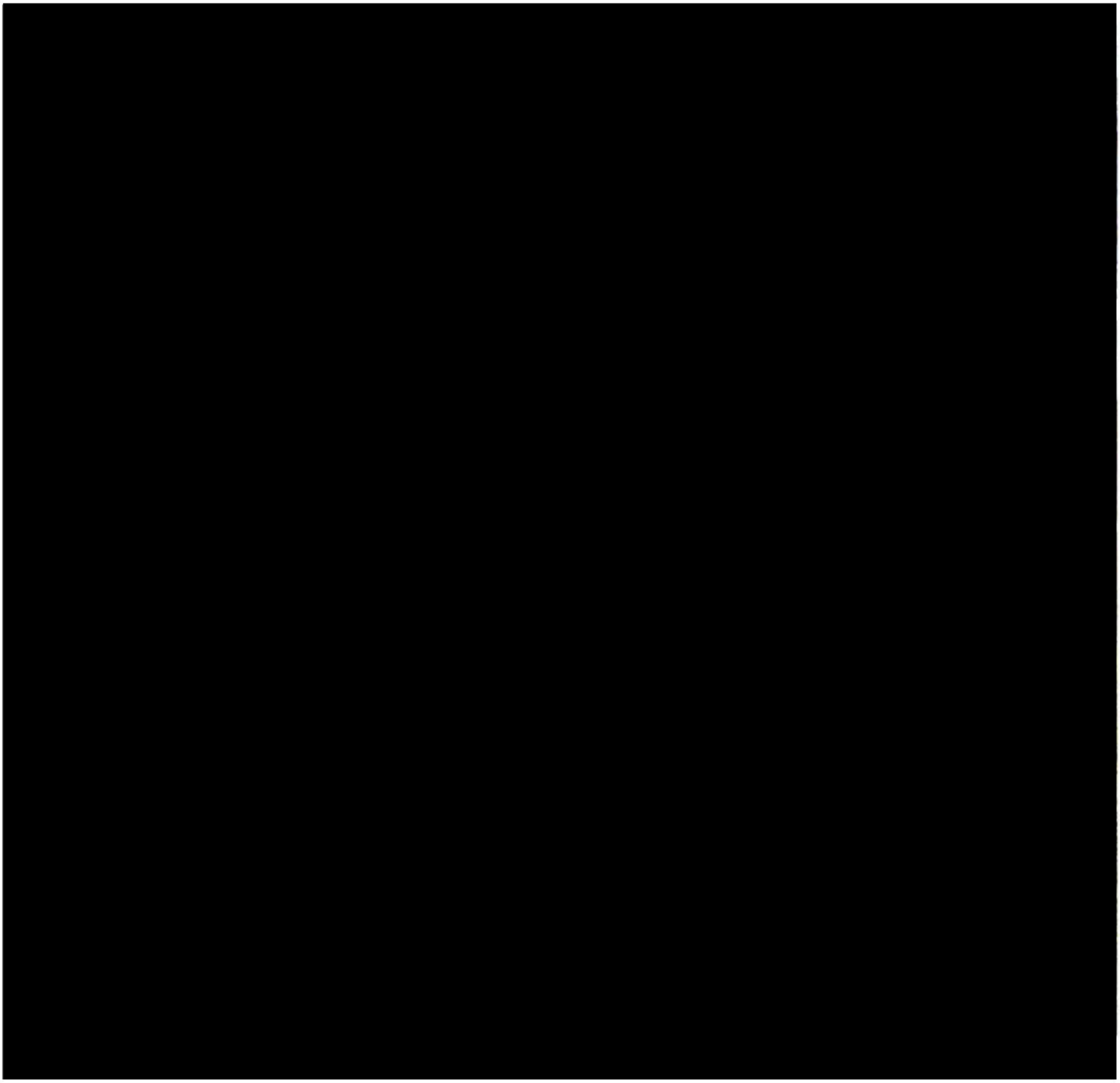
- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting
- ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ___ Additional documents (Describe: Photos + letter, 5 _____)

Applicant's Name: Matthew D Noel
(First Name & Last Name)

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

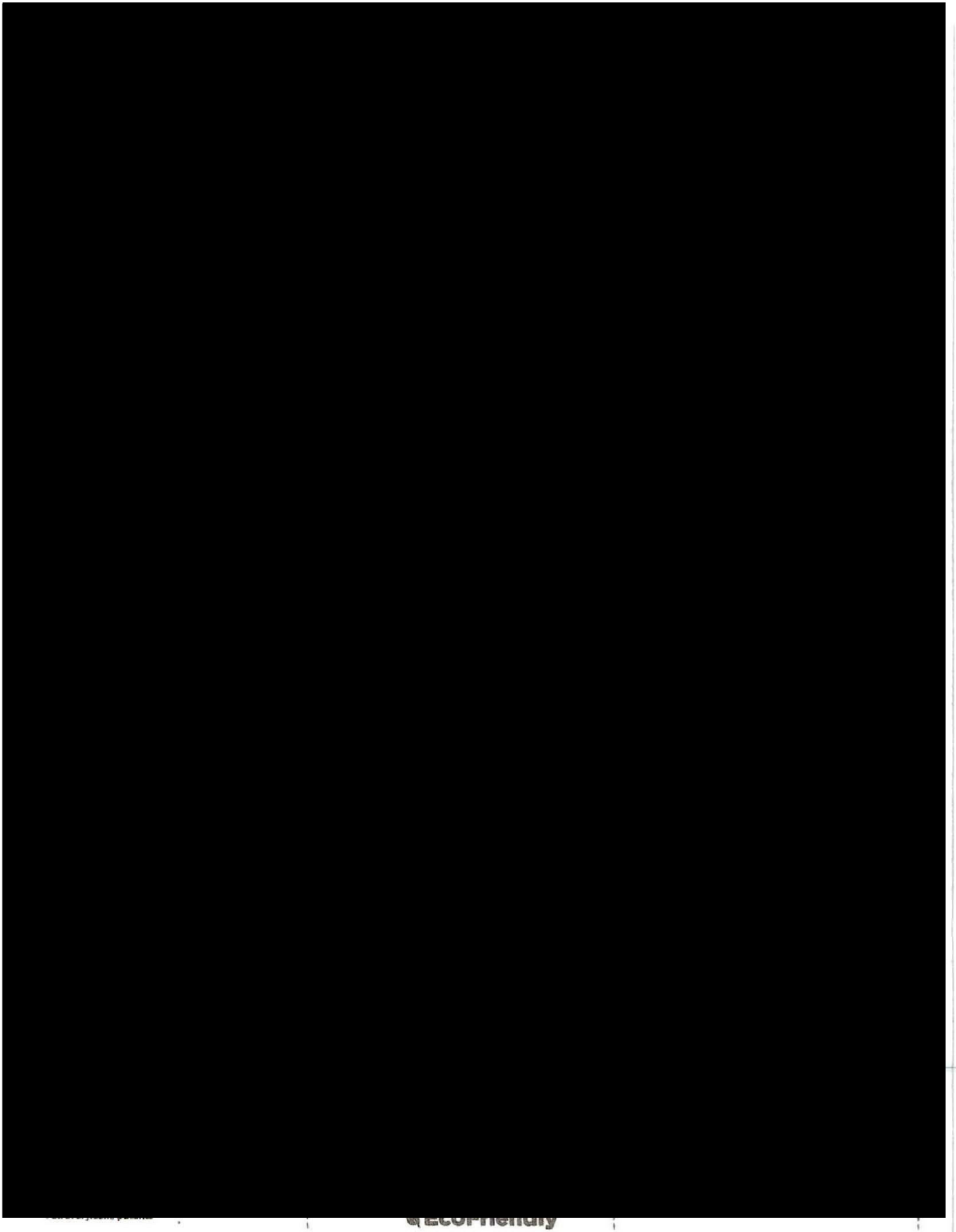
X Matthew D Noel Date: 5-18-26

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.



Galaxy A16 5G

3.30 MB 2060×4080 12MP



Notice of Neighborhood Meeting

April 8th, 2026

Dear Property Owner,

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that Matthew Noel will be submitting to the Mobile City Planning Commission:

(1) Application (Zoning Change to rezone the property at 4460 DAUPHIN ISLAND PKWY, MOBILE, AL 36605) from Single Family Residential Suburban District (R-1) to ML (Maritime Light)

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

Date: May 1st, 2026

Time: 5:00 PM

Location: Our Lady of Lourdes Parish Hall

1621 Boykin Blvd, Mobile, AL 36605

You are receiving this notice because your property is located within 300 feet of (4460 DAUPHIN ISLAND PKWY, MOBILE, AL 36605), in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent is invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), to ask questions, and present your views or concerns.

We look forward to your presence and input,

Sincerely,

Matthew Noel

[redacted]

PLANNING AND ZONING
18 MAY 2026 AM9:06

Neighborhood Meeting

Date: 5-1-2026

Time: 500

Location of Neighborhood Meeting: Our Lady of lourdes Church 1621 Boykin Blvd Mobile Al 36605

Project Location: 4460 Dauphin island parkway

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

Maritime light

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

X Matthew Nock **Date:** 5-1-2026

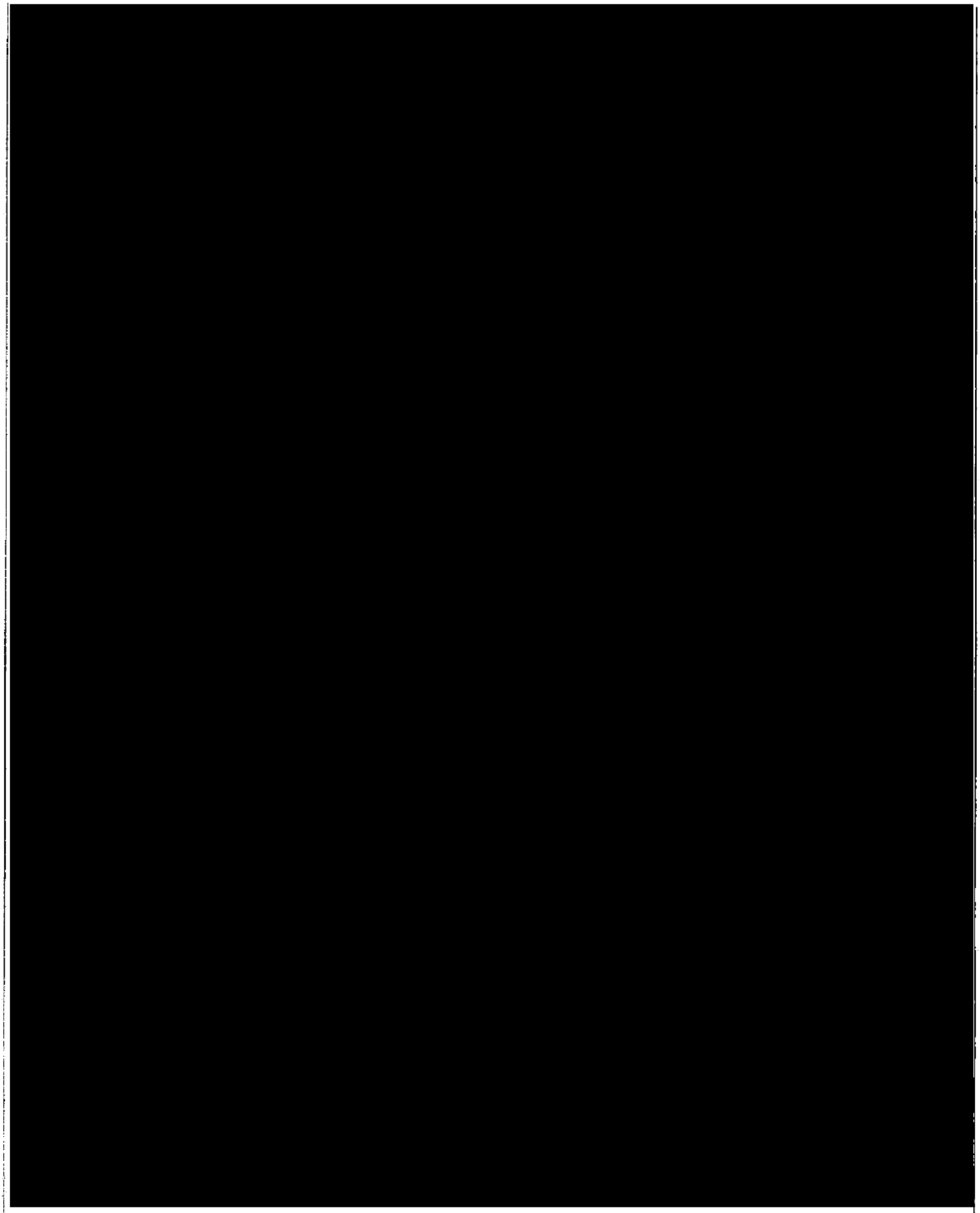
Please Sign In:

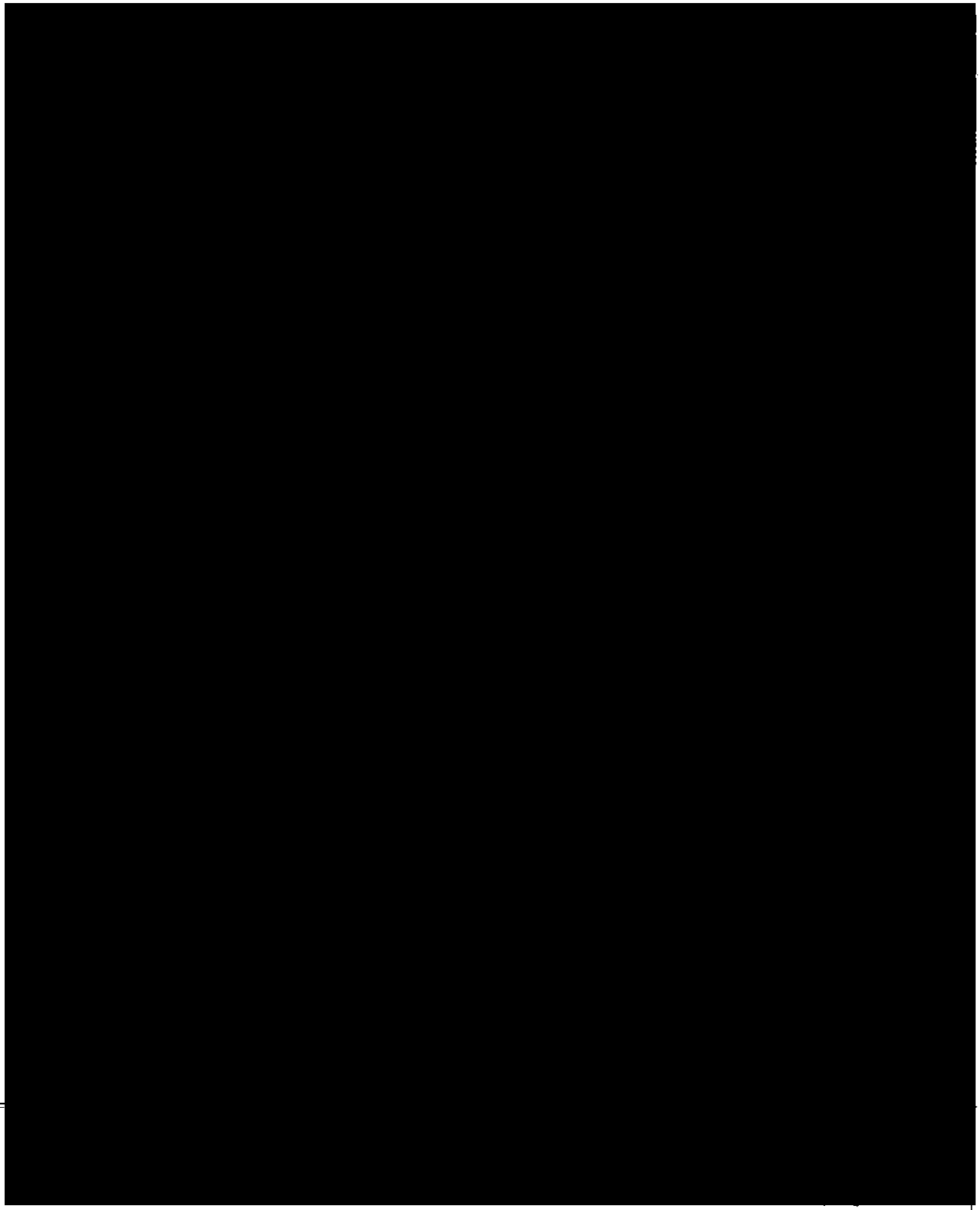
[redacted]

PLANNING AND ZONING
18 MAY 2026 AM 9:06

[redacted]

PLANNING AND ZONING
18 MAY 2026 AM9:07





[redacted]

Neighborhood Meeting Sign-In Sheet

Date: 5-1-26 **Meeting Location:** Our lady of lourdes

Applicant: Matthew Noel **Application(s):**

[redacted]

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

PLANNING AND ZONING
18 MAY 2026 AM 9:07

Neighborhood Meeting Sign-In Sheet

Date: 5-1-26 **Meeting Location:** Our lady of lourdes

[redacted]

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

PLANNING AND ZONING
18 MAY 2026 AM9:07

Neighborhood Meeting Sign-In Sheet

Date: 5-1-26 **Meeting Location:** Our lady of lourdes

Applicant: Matthew Noel **Application(s):**

[redacted]

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

PLANNING AND ZONING
18 MAY 2026 AM9:07

PLANNING AND ZONING
18 MAY 2026 AM9:07

Minutes

Rezoning Community Meeting

DATE	May 1st 2026
TIME	5:00 PM
MEETING CALLED TO ORDER BY	Matthew Noel

IN ATTENDANCE

Matthew Noel, Charlene Rash and members of the community as well as landowners in the 300 ft surrounding area who received letters by mail.

WHAT WAS DISCUSSED

Matthew Noel started the meeting by thanking everyone for coming and supplied photographs of the property before and after the land improvements were made. He went on to express that he was working diligently with the city to rezone the property to Maritime Lite to be able to sell live and dead shrimp to the community from June 1st to January on the property. Matthew Noel asked if anyone at the meeting was opposed to the rezoning. No one was in opposition.

Shannon Booth property owner spoke on how nice the property looked after being somewhat of an eyesore to Dalphin Island Parkway as well as the trash and debris that had continued to be dumped on the property over the years. Mrs. Booth also asked if anyone had any concerns about having a boat or selling shrimp on the property with no opposition.

Charlene Rash property owner spoke as to the rezoning application and steps that had to be taken to go before the city council with details to meeting, time guidelines, and the next steps that needed to be taken to go forward with the rezoning of 4460 Dalphin Island Parkway to Maritime Lite. Questions were asked about our councilman C.J Smalls and why no one from the city was there. Charlene expressed that councilman C.J Smalls was notified as well as the city rezoning department and the other required landowners. It was also said that Mr. Smalls would be at the police prescient the second Tuesday of May.

Several small topics were discussed as to who owns the other delipidated shrimp boats in the area and were there any future plans for those boats. Shared the owner's name and that he was not the owner of the boats.

Bobby Lankford who is on the board of revitalize DIP noted that they had voted in favor of the rezoning of 4460 Dalphin Island Parkway where a letter from the president of Revitalize DIP Mrs. Yvette Young had sent Mr. Noel a letter where they voted and were in favor of the rezoning allowing fresh seafood to be sold to the community continuing a ongoing community business.

Charlene Rash spoke again letting everyone know the next step would be to turn in the required meeting minutes, and other paperwork to the rezoning committee by the May 18th deadline in which it would then go before the city council for a vote. Many asked did they need to attend the city council meeting for support of the rezoning. Many of the attendees were excited to have the option to buy or continue to buy fresh seafood off the boat close to home. Charlene Rash asked if there were any other questions, comments or concerns and again was anyone in opposition to the plans for rezoning with everyone attending was in favor of the rezoning. She asked once again if anyone had any questions. Mr. Noel and Ms. Rash thanked everyone for attending and asked for their continued support and prayer during this process.

Minutes Recorded by: Charlene Rash

Charlene Rash 5/1/26

PLANNING AND ZONING
18 MAY 2026 AM9:07

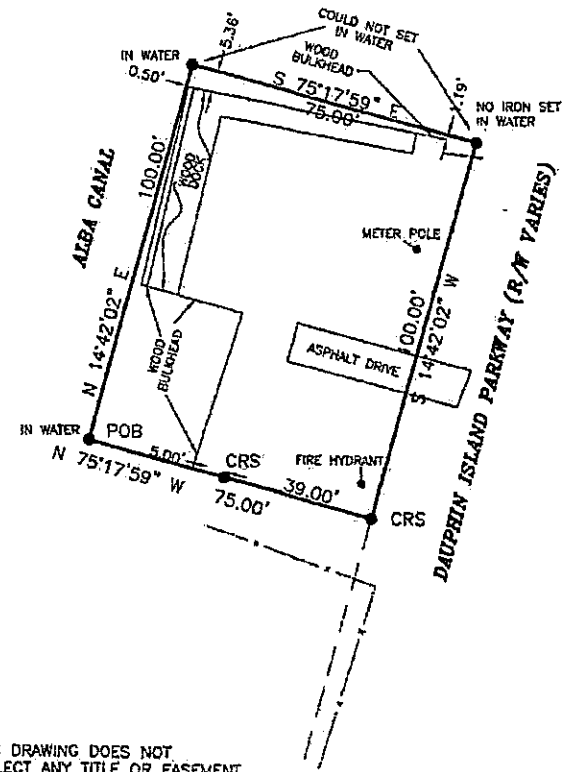
PLANNING AND ZONING
18 MAY 2026 AM9:08

30 0 30
Scale: 1" = 30'

TYPE OF SURVEY: SITE PLAN

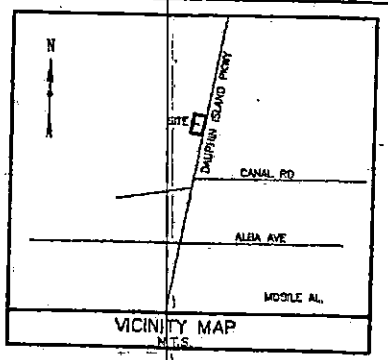
RECORD BEARING BASED ON SUBDIVISION PLAT

COLLECTED BEARING BASED ON G.P.S. OBSERVATIONS



DESCRIPTION:

LOTS 4 & 5 ALBA POINT SUBDIVISION, AS RECORDED IN MAP BOOK 3, PAGE 245, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY ALABAMA, LESS AND EXCEPT THE RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 5 ALBA POINT SUBDIVISION, AS RECORDED IN MAP BOOK 3, PAGE 245, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY ALABAMA. THENCE RUN NORTH 14°42'02" EAST FOR 100 FEET TO A POINT; THENCE RUN SOUTH 75°17'59" WEST FOR 75 FEET TO A POINT THAT IS ON THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY (R/W VARIES); THENCE RUN SOUTH 14°42'02" EAST AND ALONG THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY FOR 100 FEET TO A POINT; THENCE RUN NORTH 75°17'59" WEST FOR 75 FEET TO THE POINT OF BEGINNING.



VICINITY MAP
N.T.S.

LEGEND:

P	=	OVERHEAD POWER LINES
PP	=	POWER LINE POLE
POB	=	POINT OF BEGINNING
CRF	=	CAPPED REBAR IRON FOUND
CRS	=	CAPPED REBAR IRON SET
CR1	=	CAPPED REBAR IRON FOUND ()
IF	=	IRON FOUND
CT	=	CRIMP TOP IRON PIPE FOUND
OT	=	OPEN TOP IRON PIPE FOUND
RBR	=	REBAR FOUND
CMT	=	CONCRETE MONUMENT FOUND
*FFE	=	FINISH FLOOR ELEVATION
R	=	RECORD
C	=	COLLECTED

FLOOD ZONE STATEMENT:

PROPERTY IS LOCATED IN ZONE AE WHICH WAS DETERMINED BY ELEVATIONS FROM INSURANCE RATE MAP 01097C0679L. DATED JUNE 05, 2020

5/8" CAPPED REBAR SET ON ALL PROPERTY CORNERS UNLESS NOTED.

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE.

SURVEYOR'S CERTIFICATE - SIGNED BY OWNERS

I, PAUL D. STEWART, A REGISTERED LAND SURVEYOR (ALABAMA, REG. NO. 30357) HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

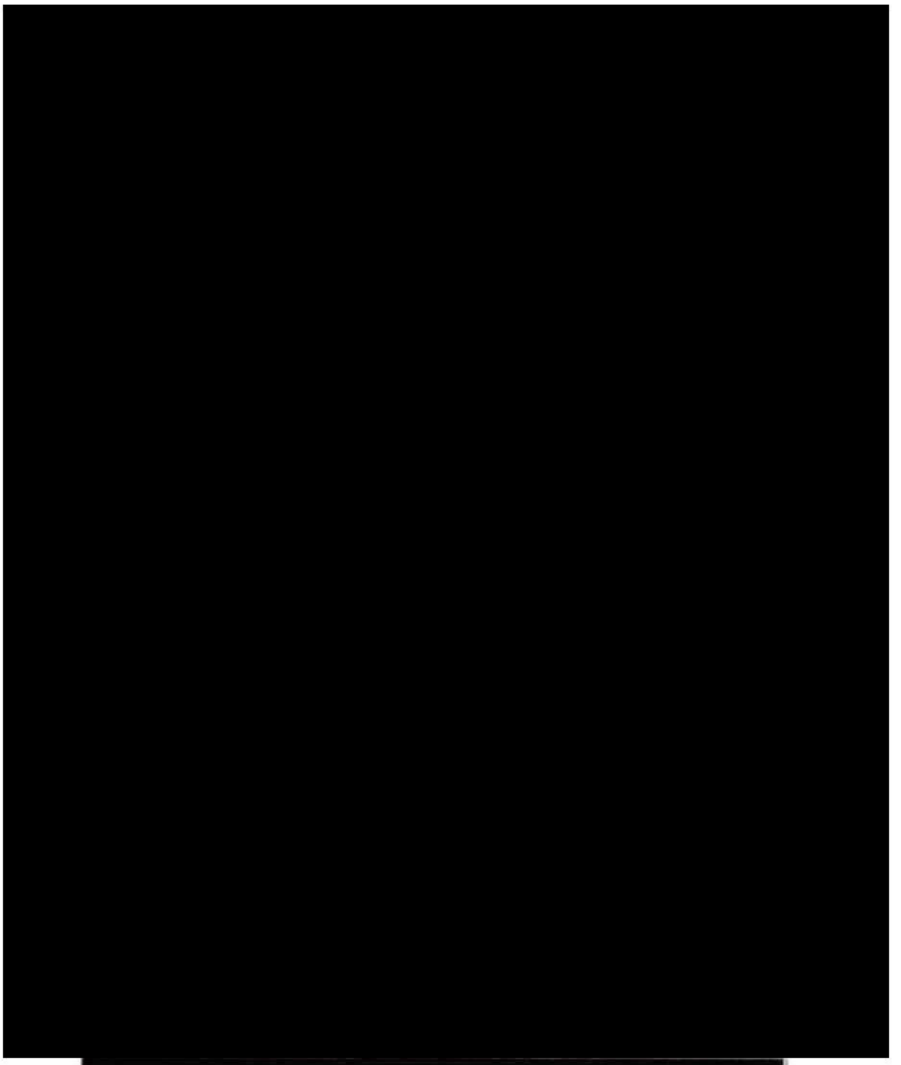
PAUL D. STEWART, ALA. REG. NO. 30357

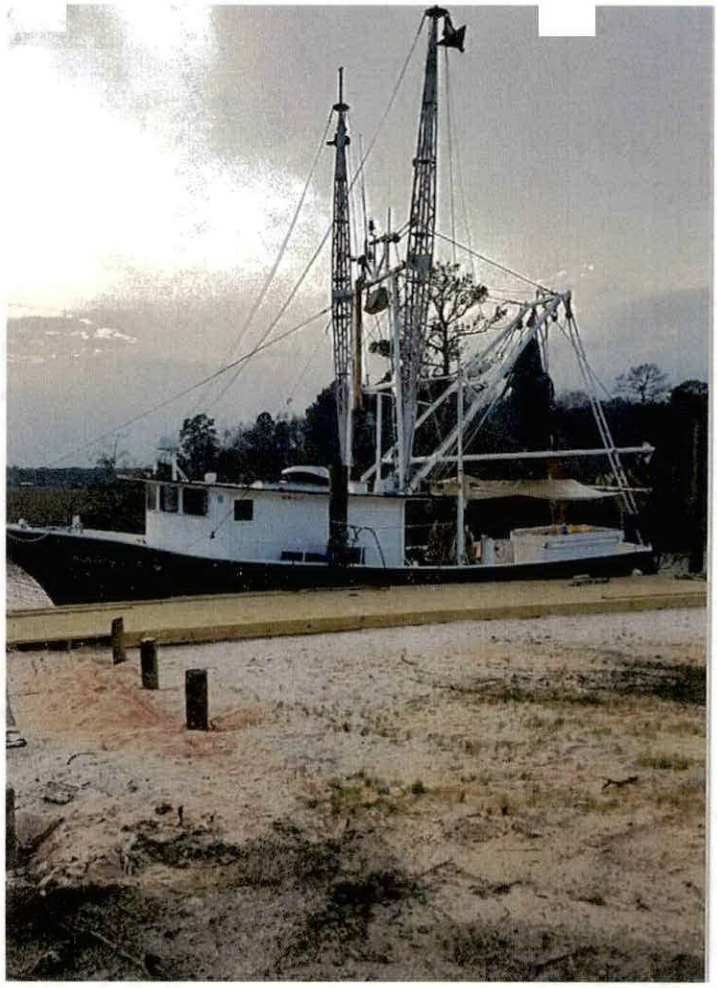
NOT VALID WITHOUT EMBOSSED SEAL

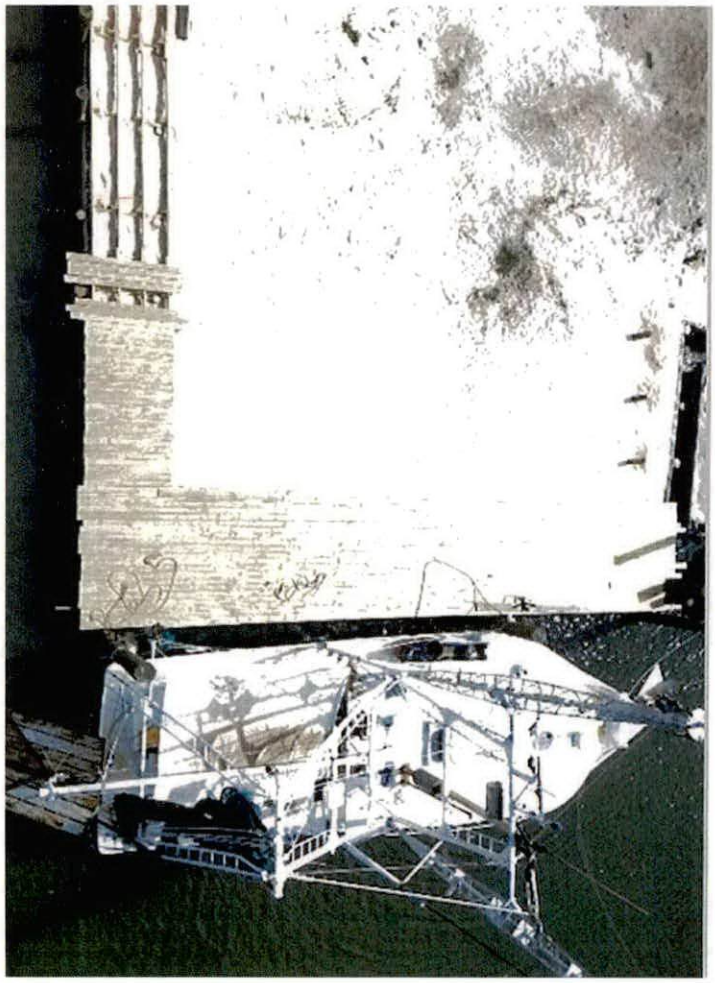
STEWART SURVEYING INC.
7030-B DAUPHIN ISLAND PARKWAY THEODORE, AL 36582
251.653.0753 FAX 251.653.0291

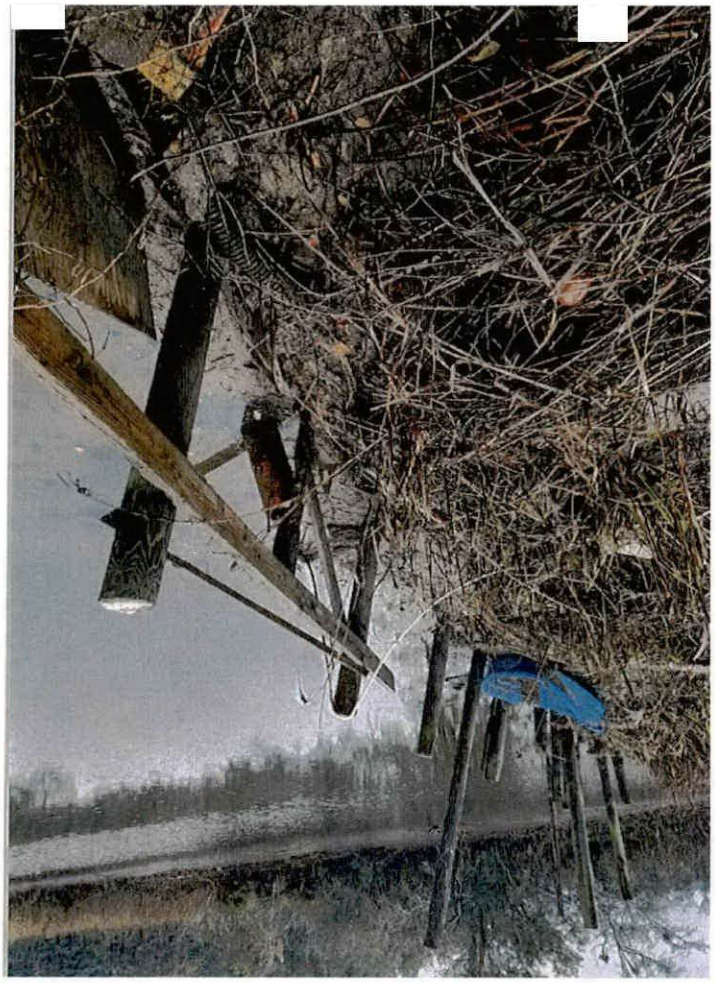
DRAWN BY: JAS	SCALE: 1"=30'	REVISIONS	PROJECT	SHT. NAME	SHT. NO.
DATE: 5-13-26	S-T-R: S28-T5S-R1W				1/1
DWG. NO.: 2605-009	CLIENT: MATTHEW NOEL				
APPROVED BY: PS	PROJECT: 7309-021				

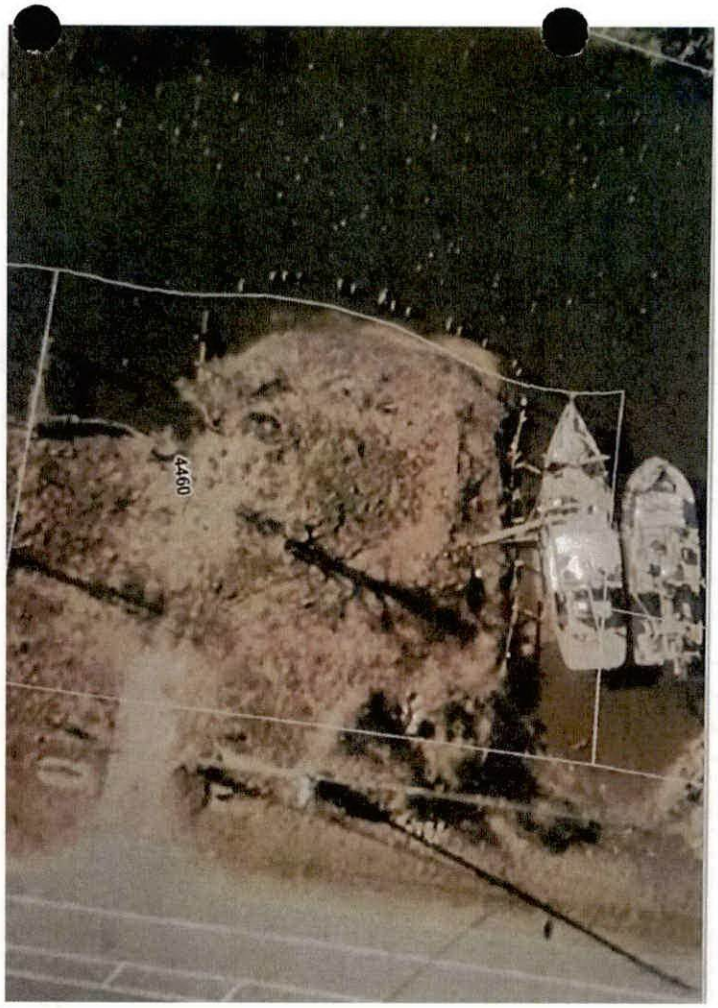
Z:\Projects\2026\DBFILES\26-05\2605-009\2605-009.dwg, May 14, 2026 - 3:02:05PM, Z650










4460

April 28, 2026

Matthew Noel
4460 Dauphin Island Pkwy
Mobile, AL 36605

#REVITALIZE DIP

Dear Mr. Noel:

This letter is to advise RevitalizeDIP, 501(c) 3 supports the re zoning of 4460 Dauphin Island Parkway for Daddy's Boy Seafood. Mr. Noel, you have successfully ran a local seafood business for the last 25 years, providing fresh seafood to the Grand Marina in addition to local residents.

By approving to be rezoned, Daddy's Boy seafood, will continue to provide fresh seafood to the community supporting employees and family members. Mr. Noel has the appropriate licenses from the Department of Health and the State of Alabama. The land will be utilized to sell fresh seafood, directly from boats. Sales will occur seasonally from June 1st through January 30th, each year. Daddy's Boy seafood is known throughout the community, as family members have been commercial fishermen since the 1920's.

RevitalizeDIP supports local businesses, in addition to the continued development of commerce in the community.

[redacted]

Sincerely,

PLANNING AND ZONING
18 NOV 2026 AM9:06

[redacted]

[redacted]

ipetitions
YOUR VOICE COUNTS

PLANNING AND ZONING
18 MAY 2026 AM9:43

This petition has collected
510 signatures

[redacted]

Printed on 2026-05-12.

Save a family tradition! (Daddy's Boy Seafood)

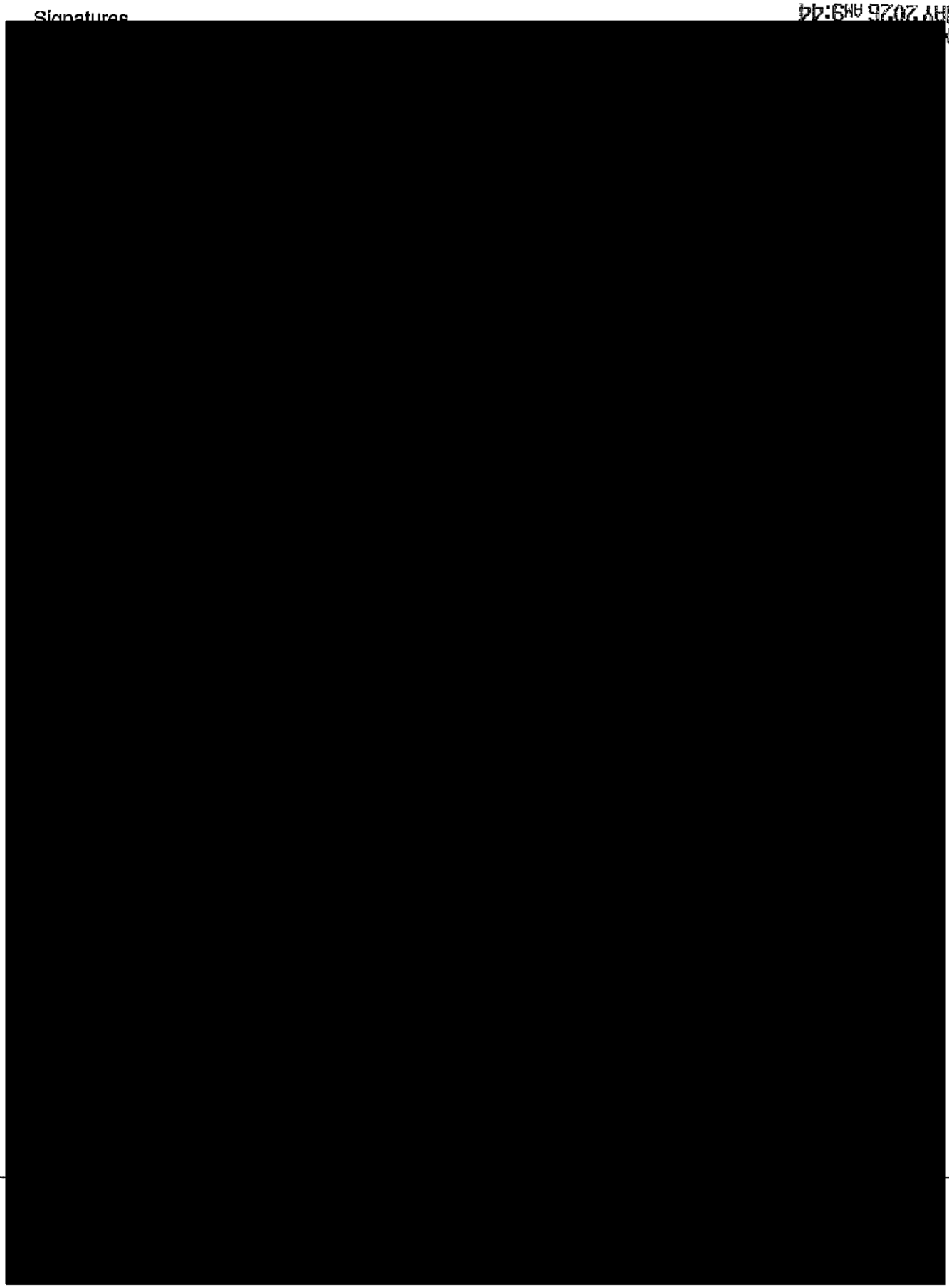
PLANNING AND ZONING
18 MAY 2026 AM9:43

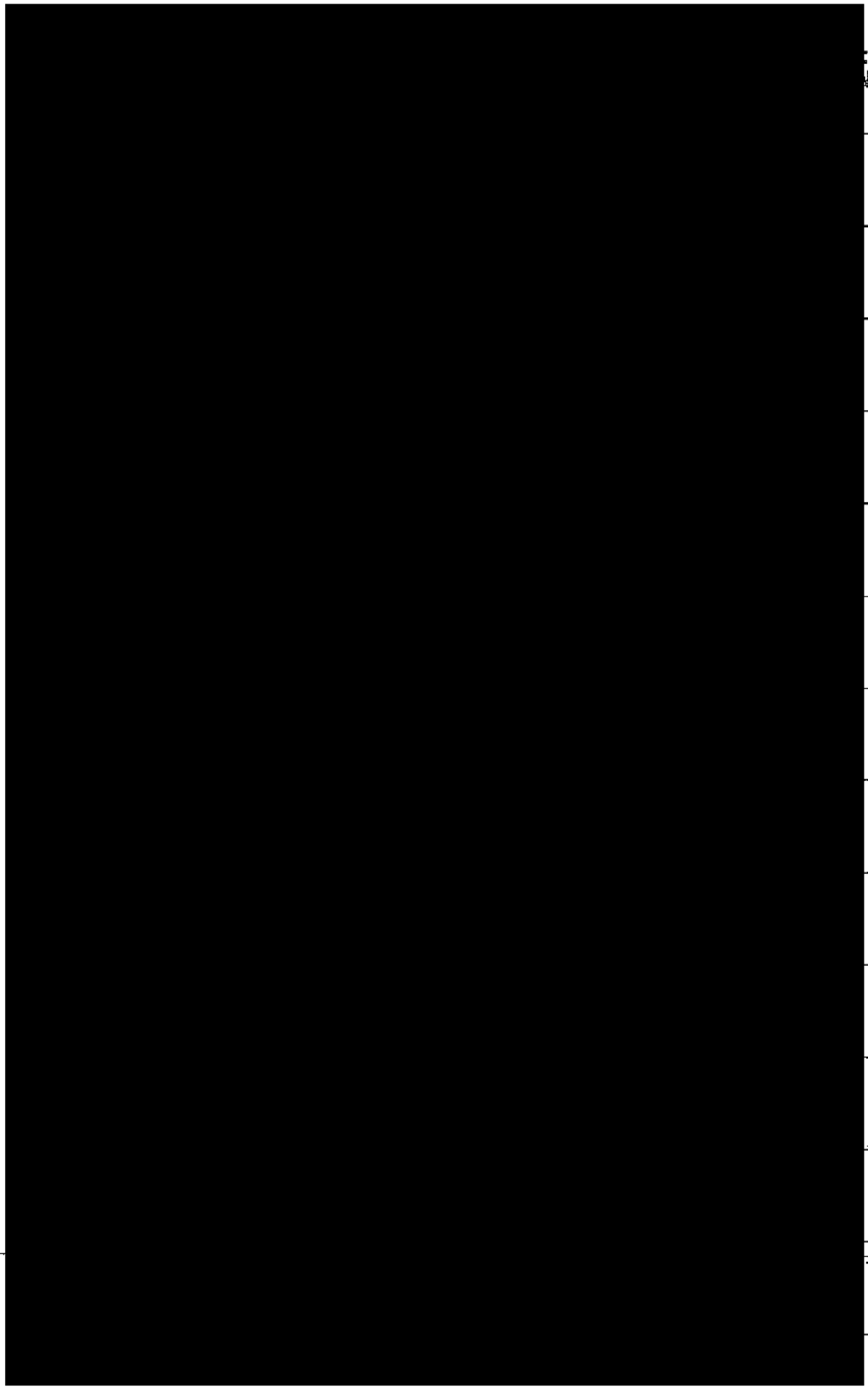
About this petition

To address the city council of mobile. On rezoning of my property at 4460 Dauphin Island Pkwy mobile al 36605 as this property is waterfront right of state highway 163 where I can continue to bring fresh seafood to the public at a reasonable price as previously done the last 25 years . With the city of mobile not having a city docks or helping the commercial fishermen of mobile I have no where to dock to sell seafood to the public so I am asking everyone that is for the rezoning of 4460 Dauphin Island Pkwy where we can bring fresh seafood from my boat to you .

Signatures

PLANN
18 MAY 2026 AM9:44





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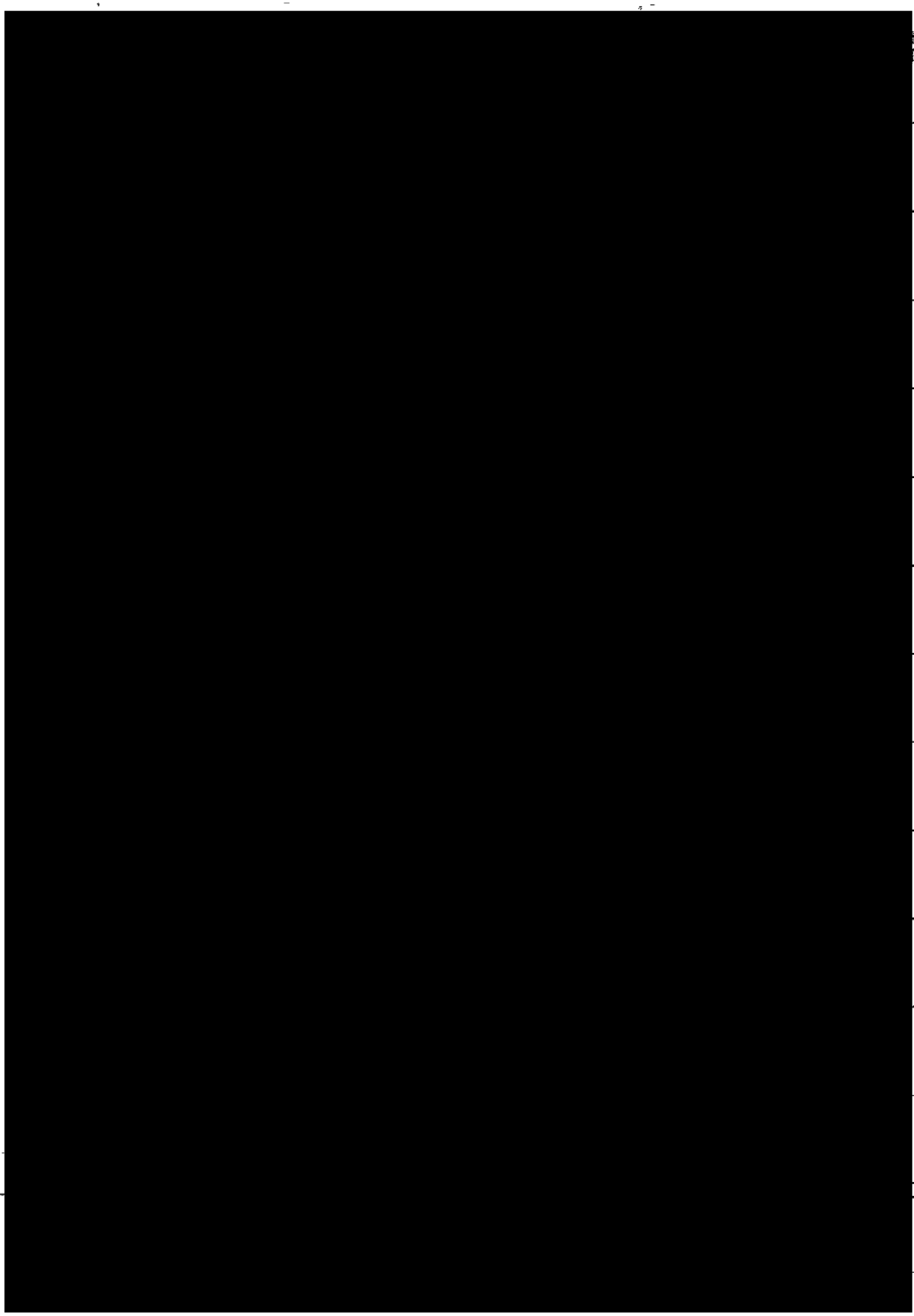

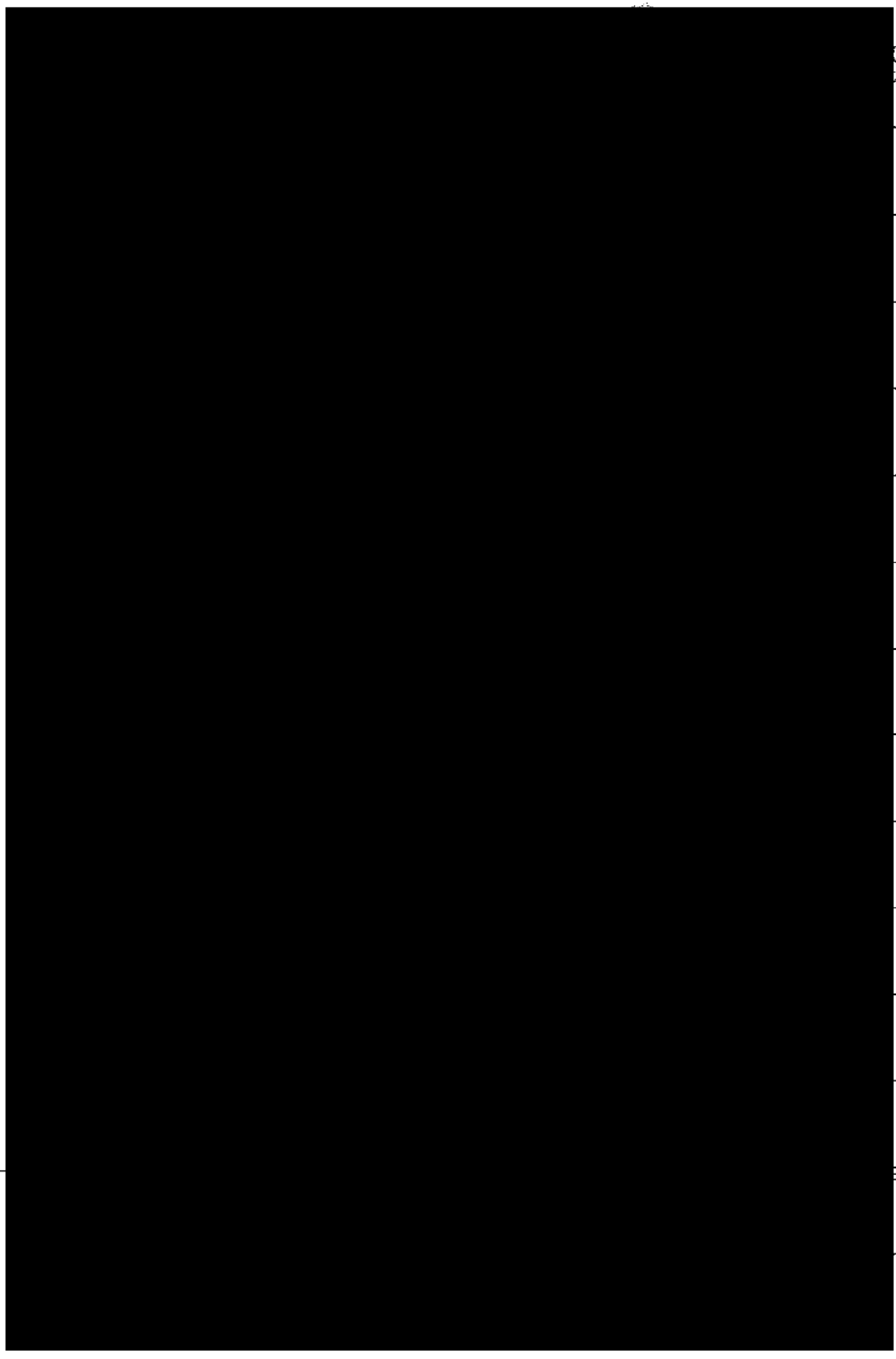

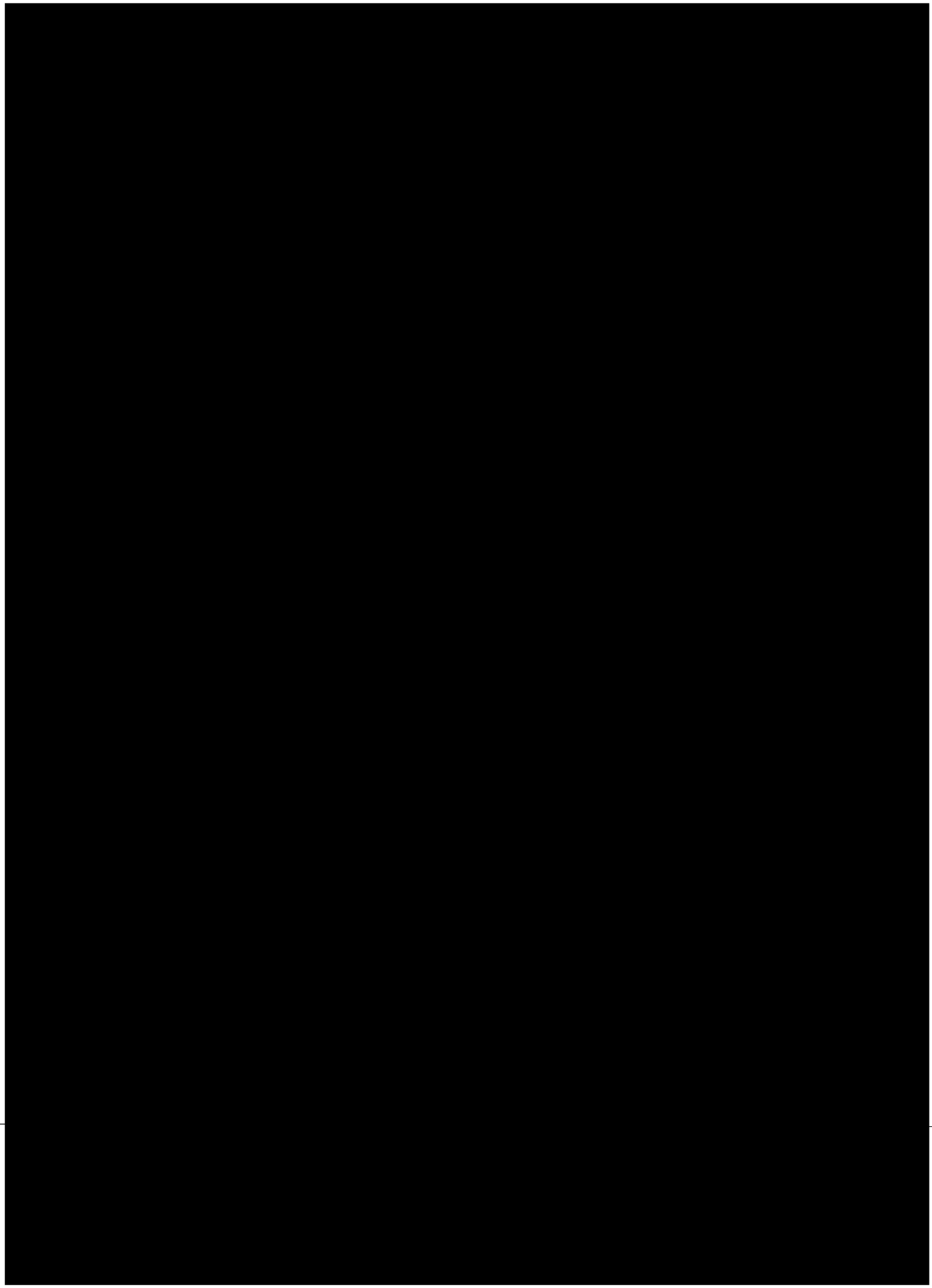

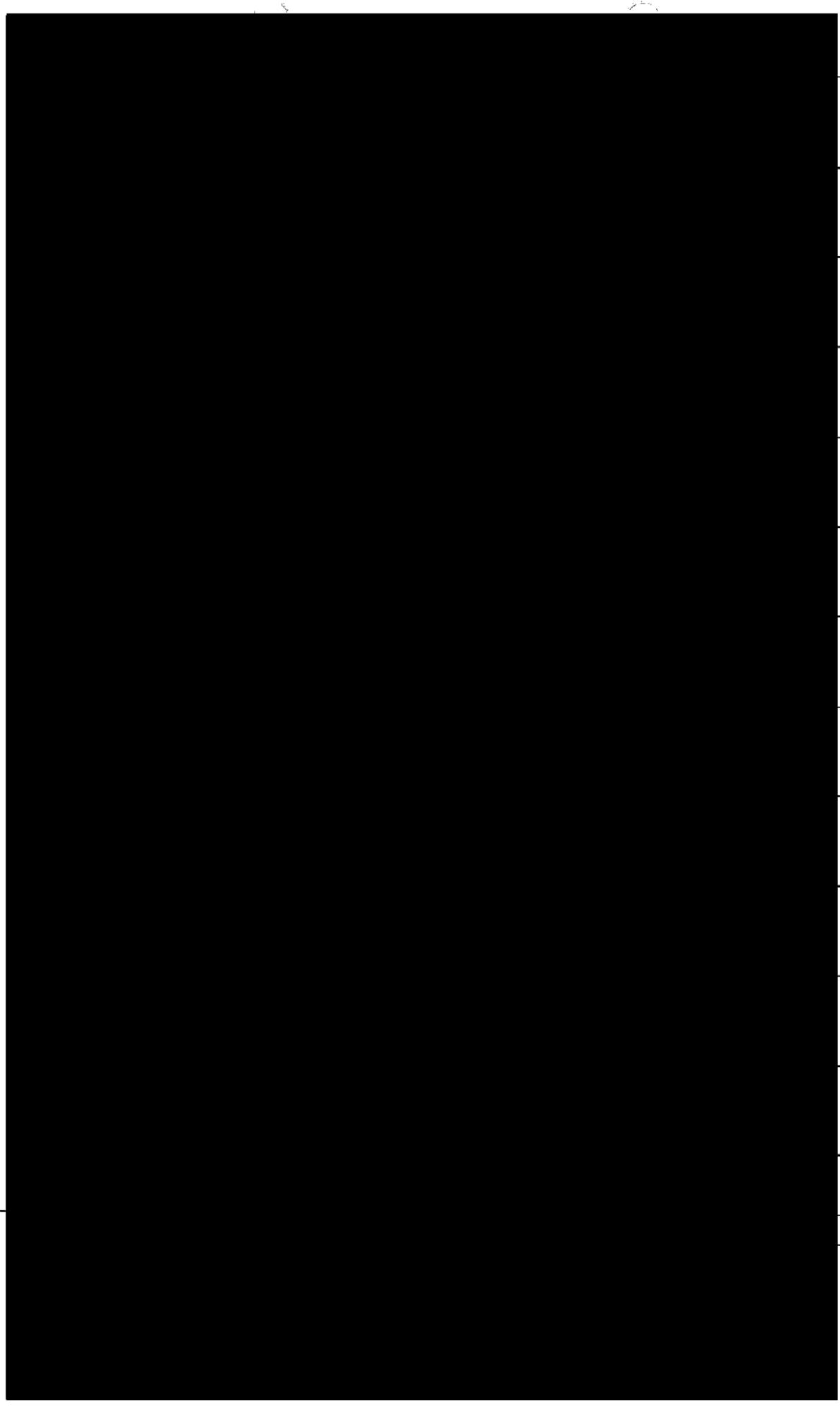

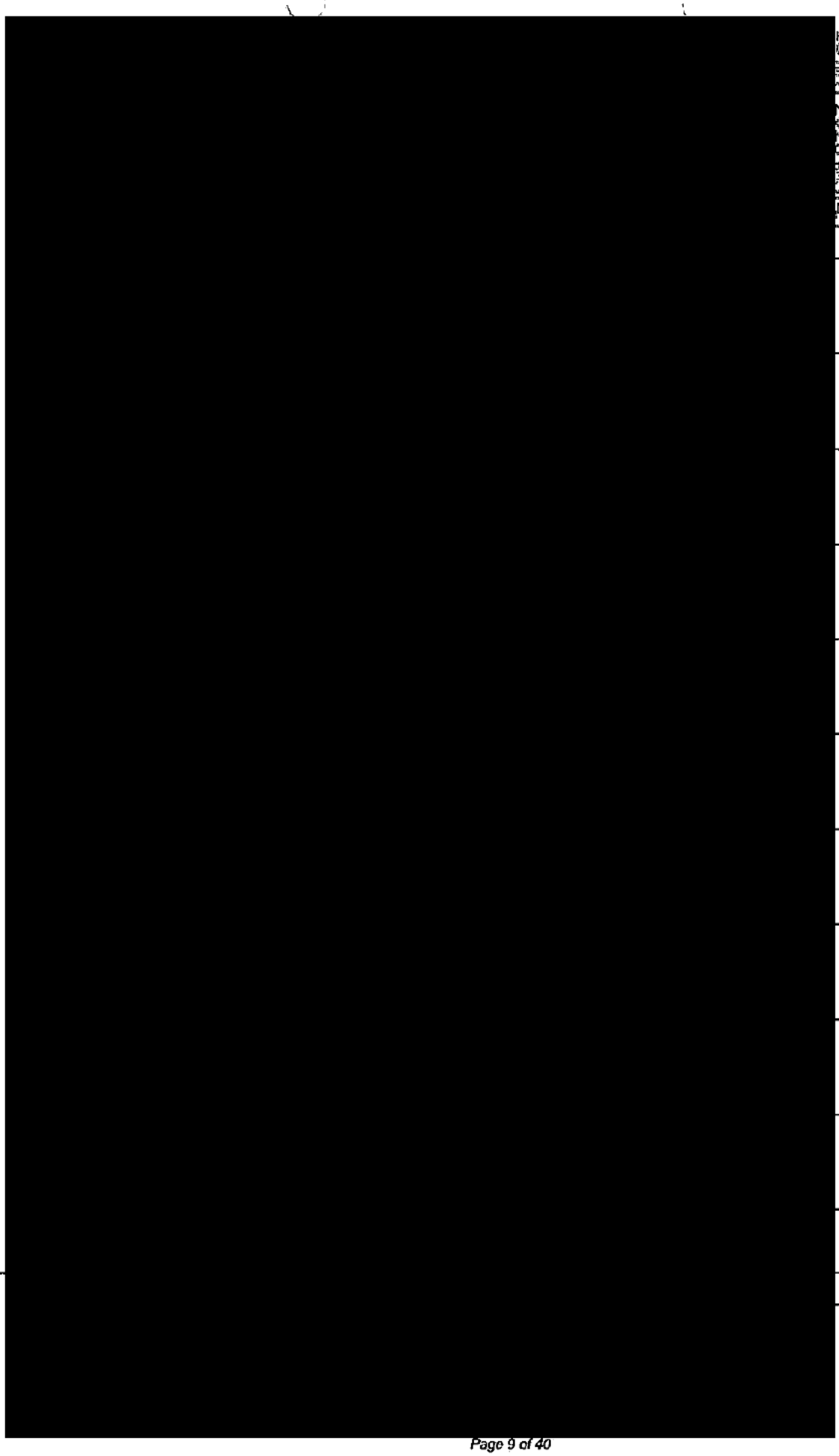

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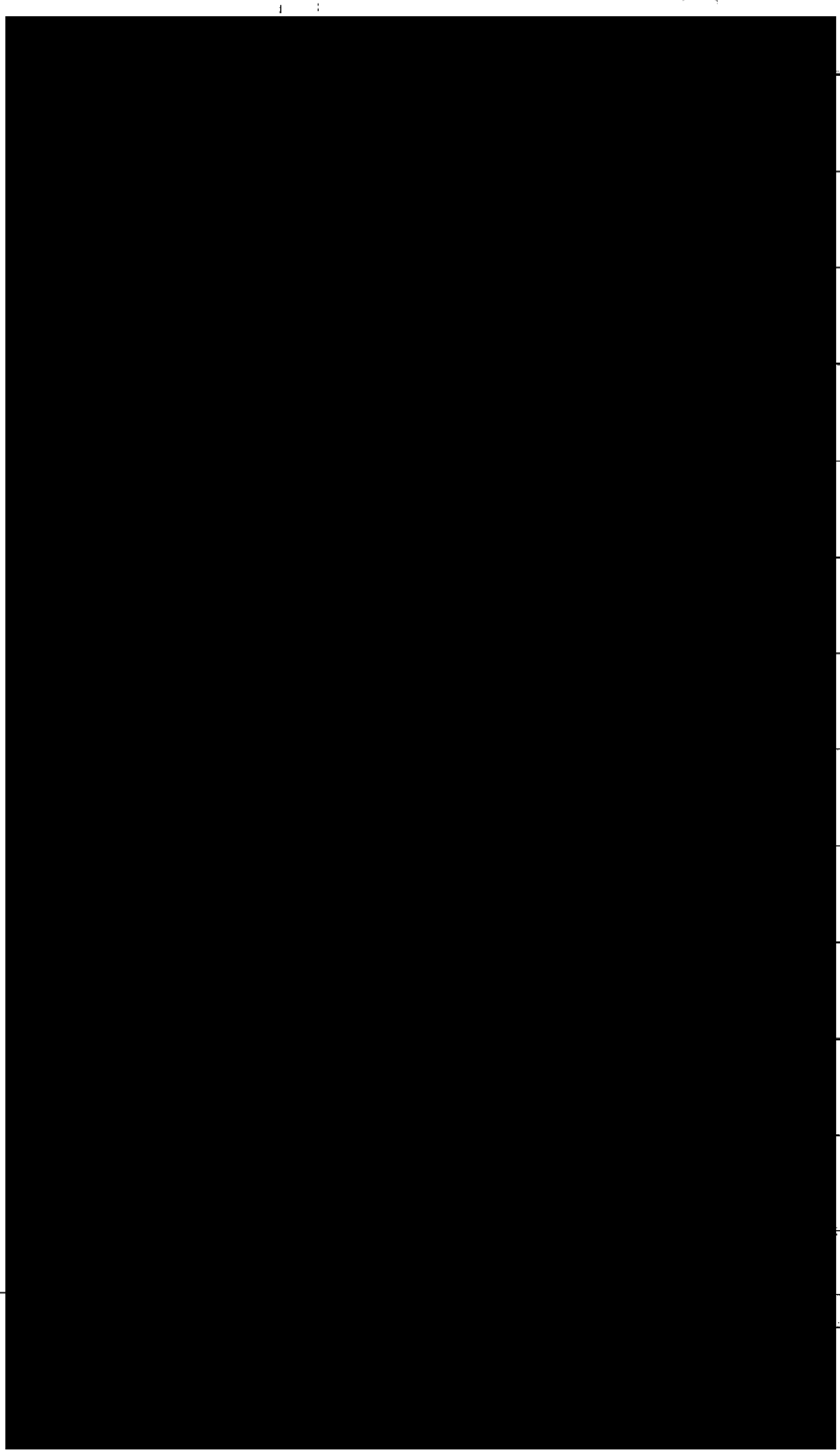
18 MAY 2026 AM 9:49



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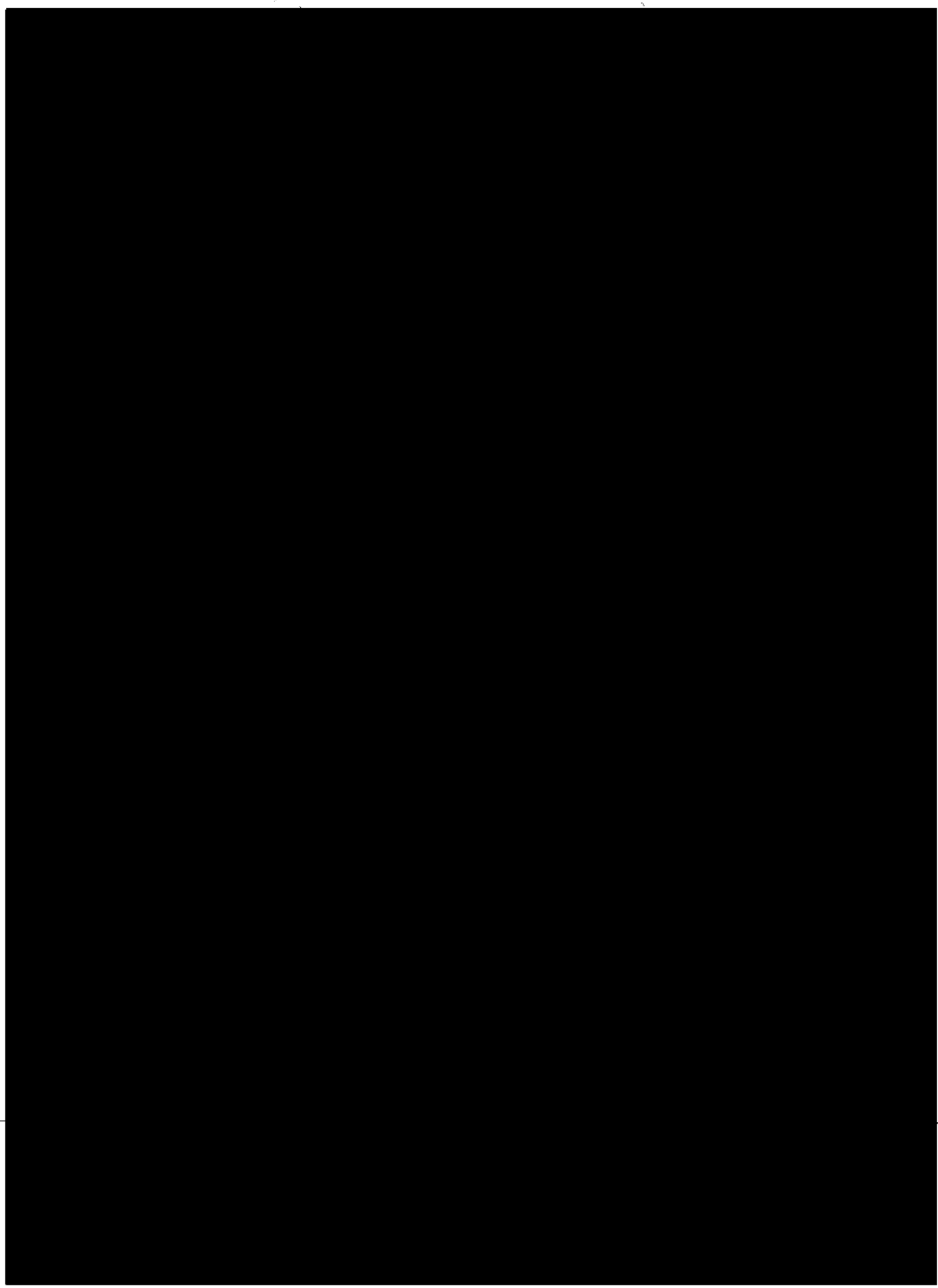

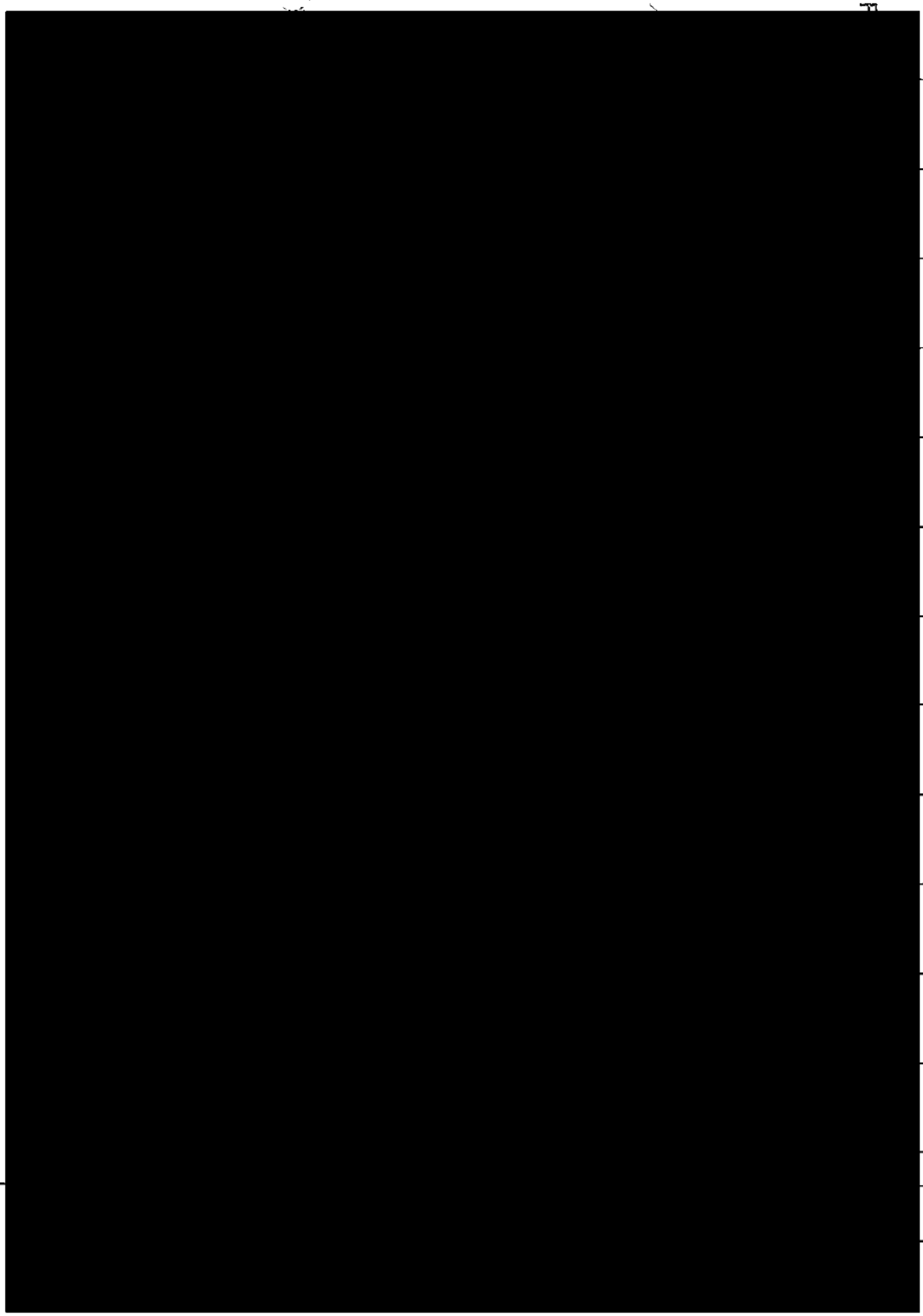

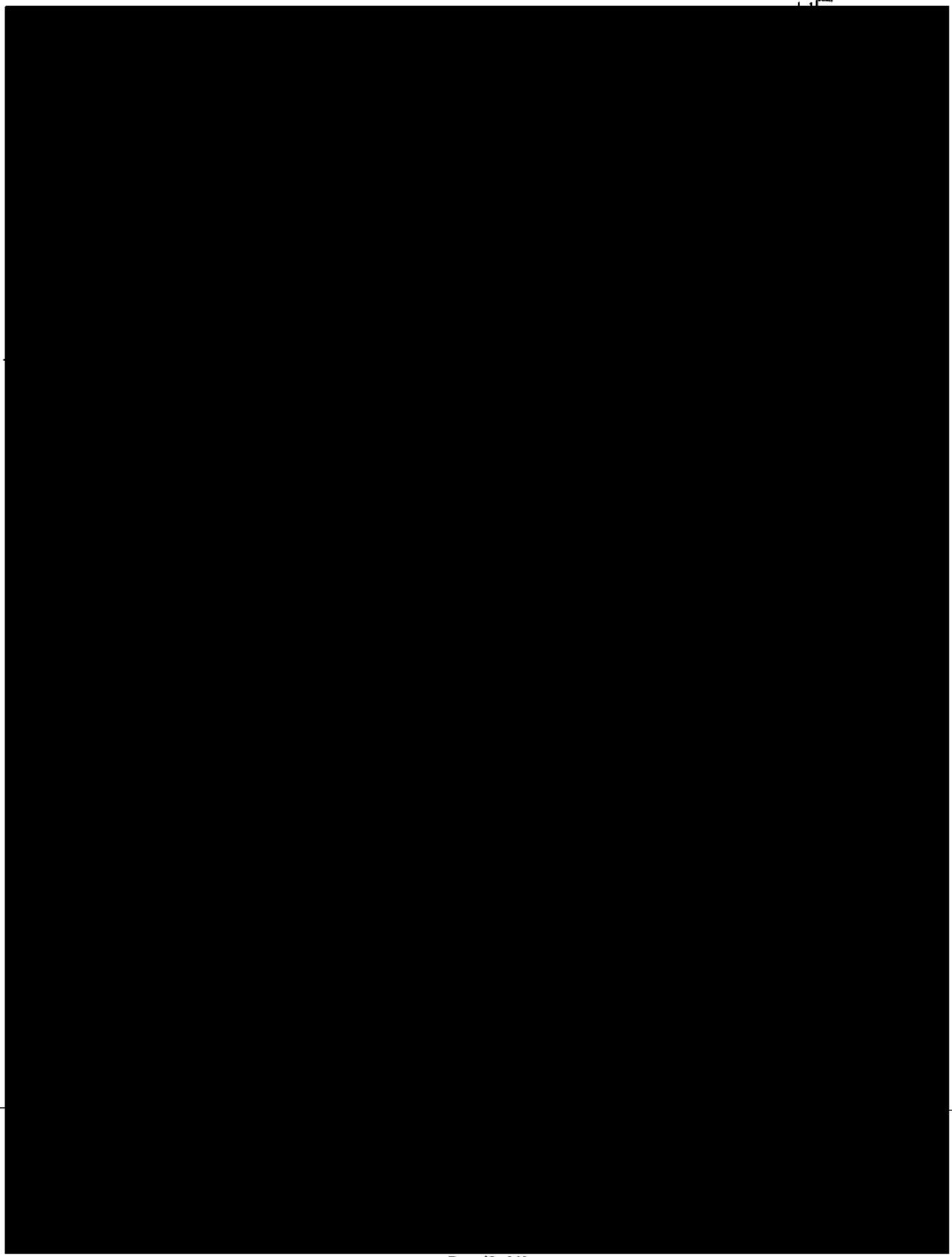

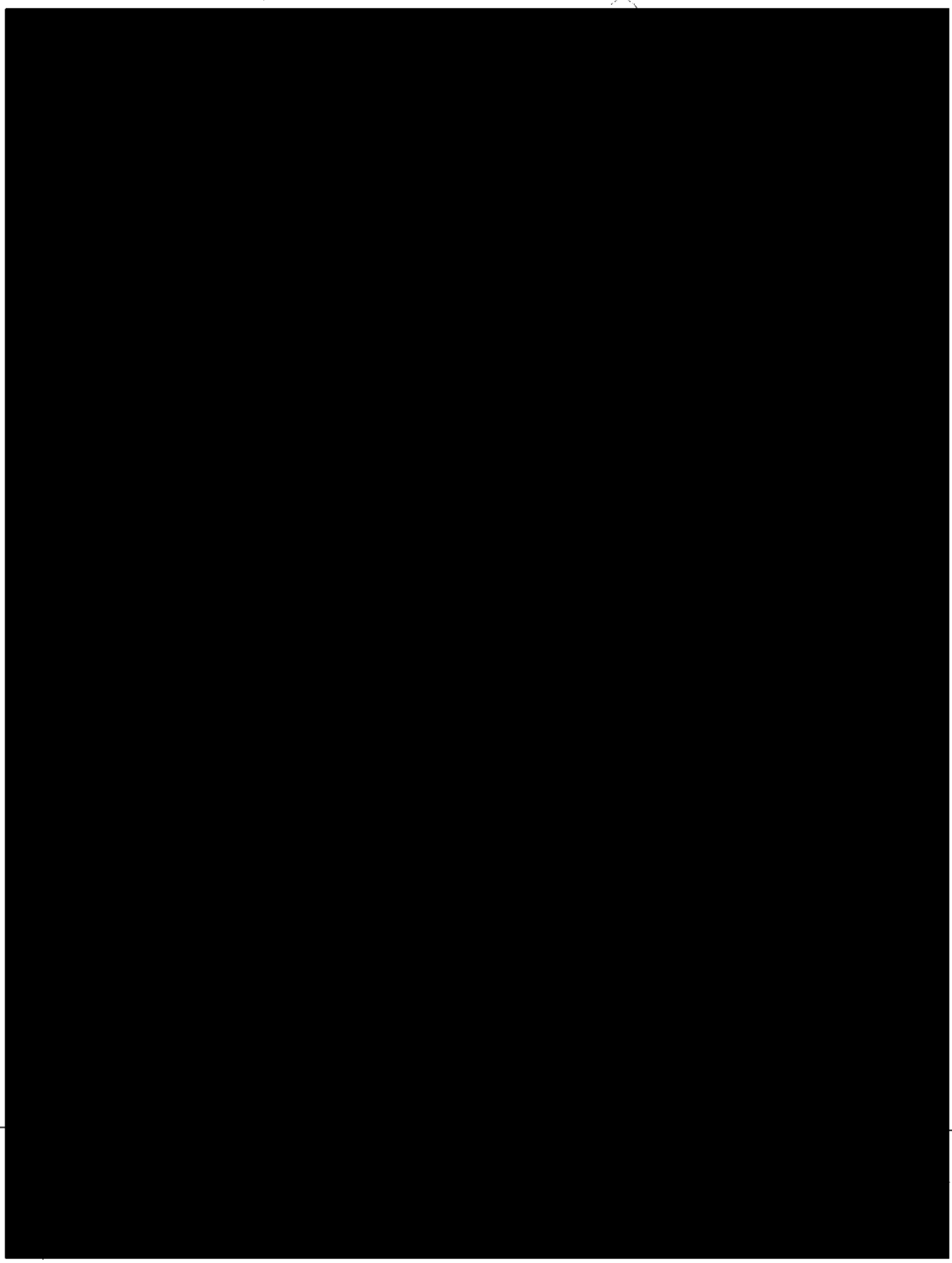

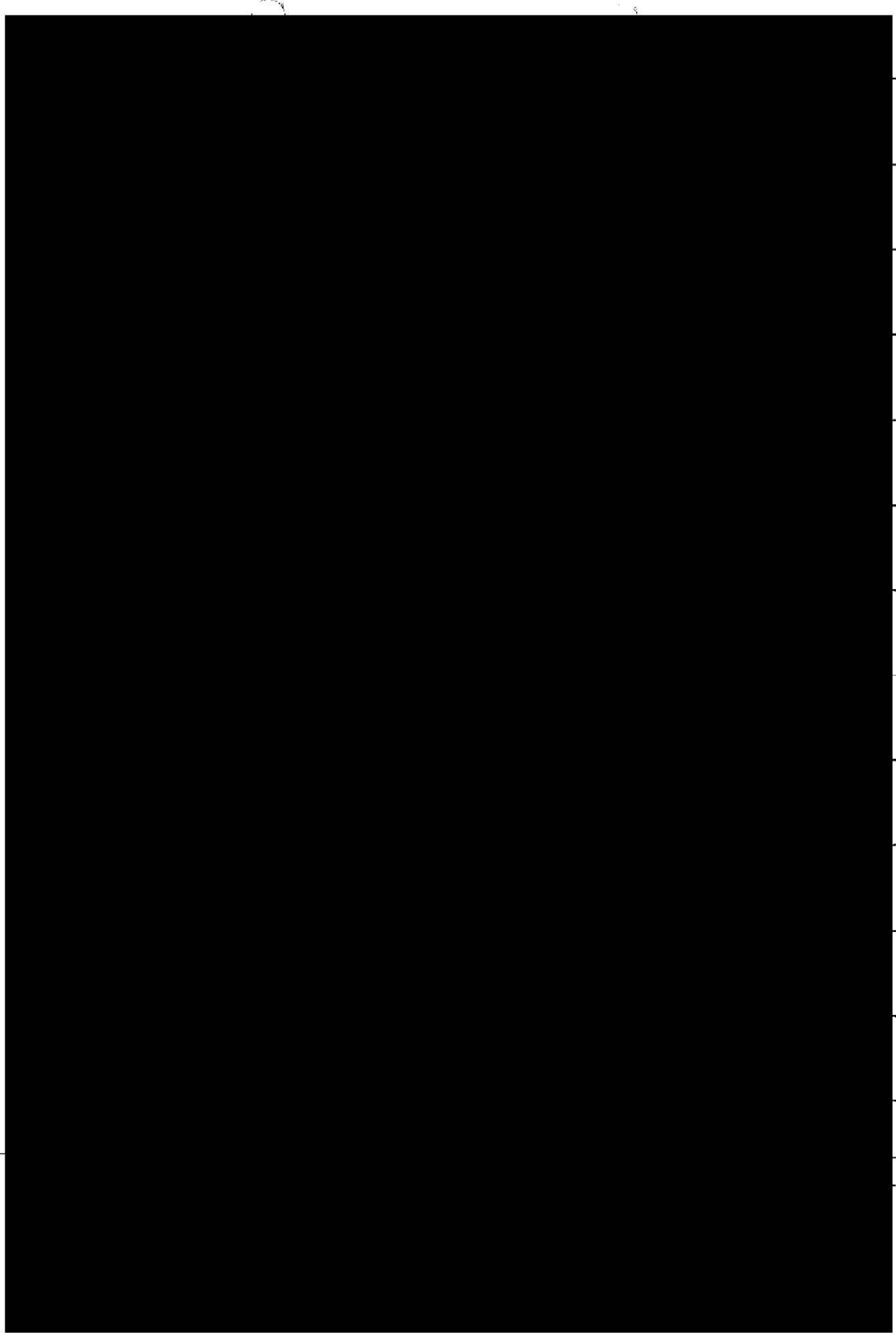

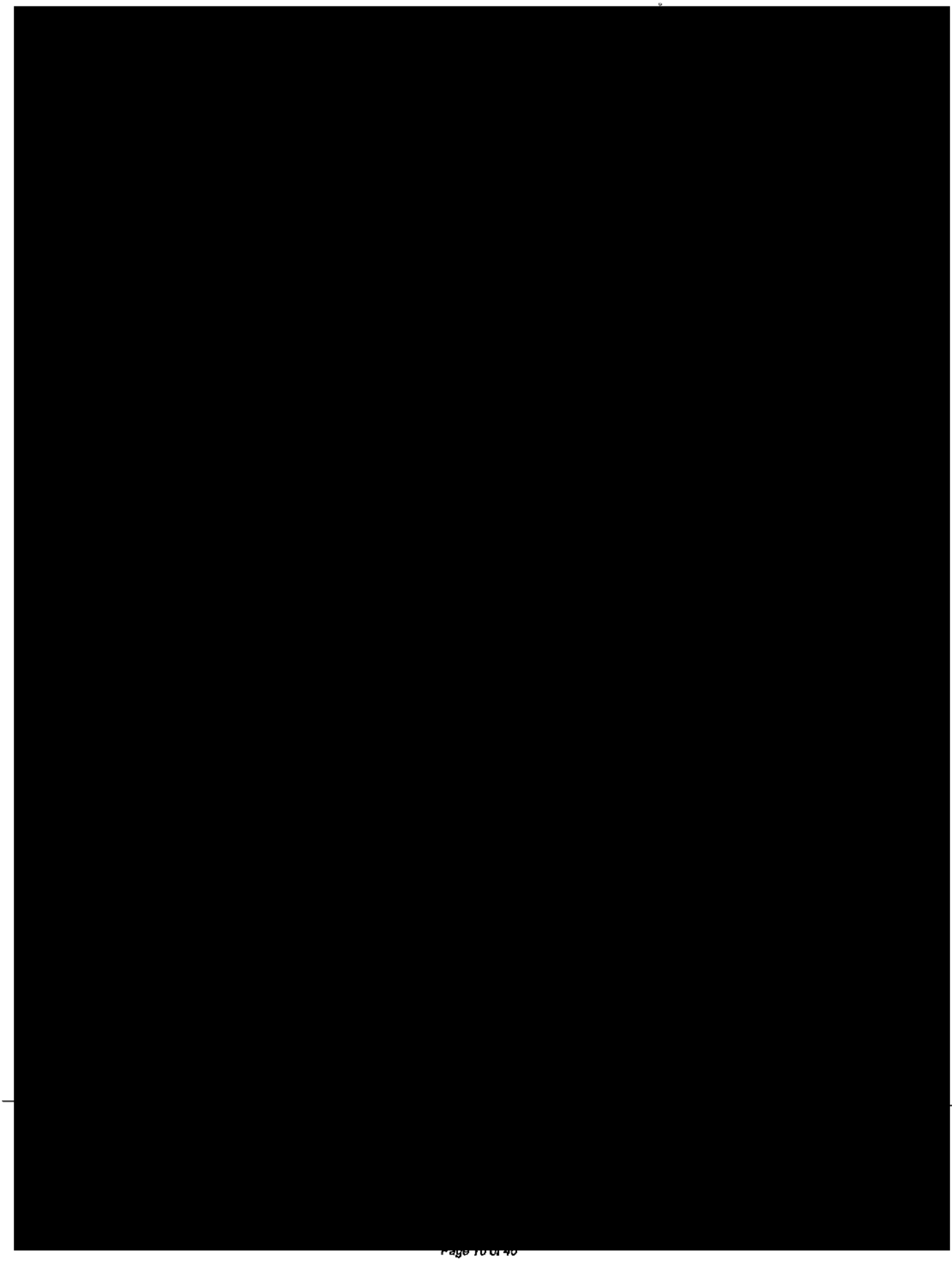

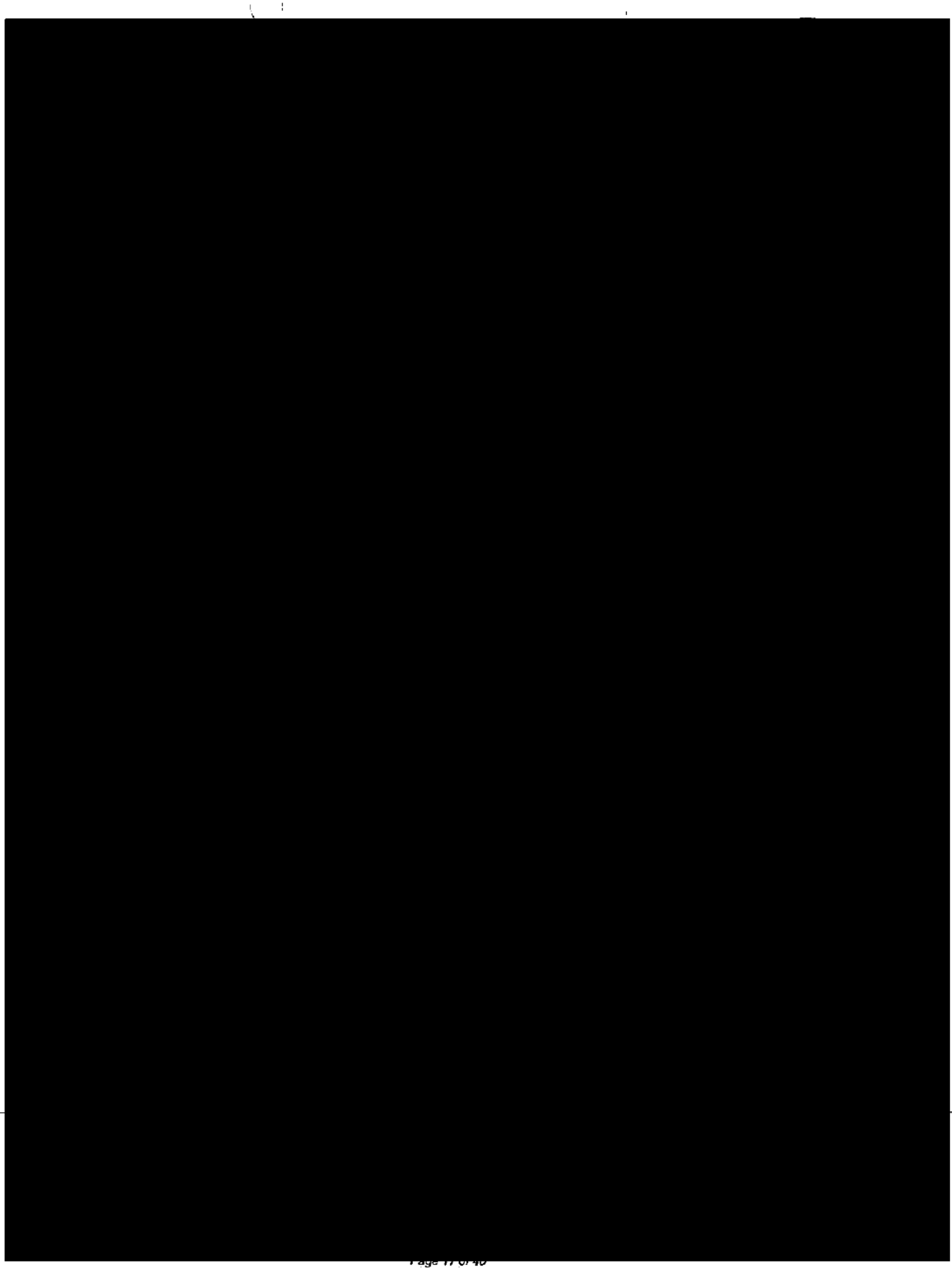

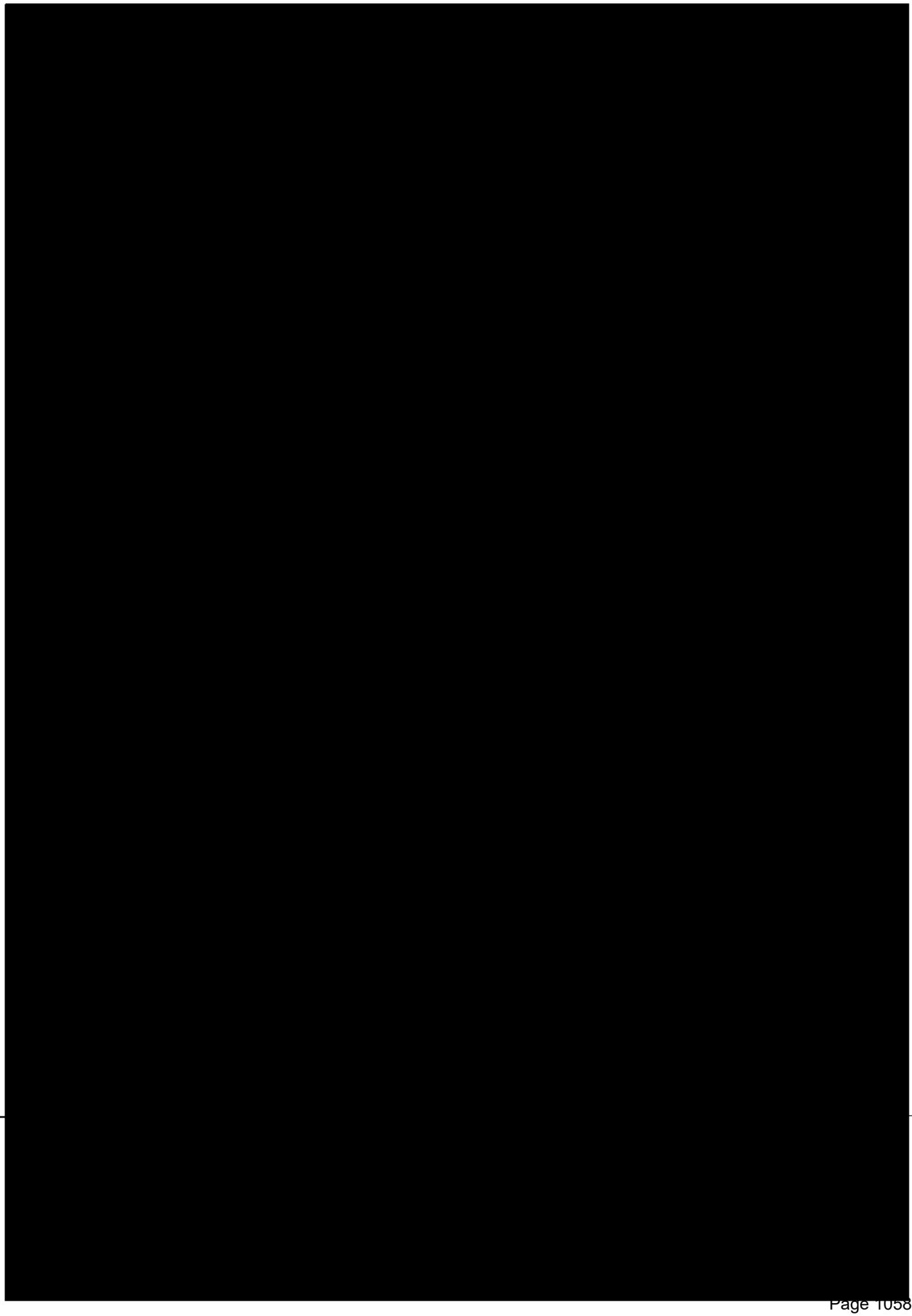

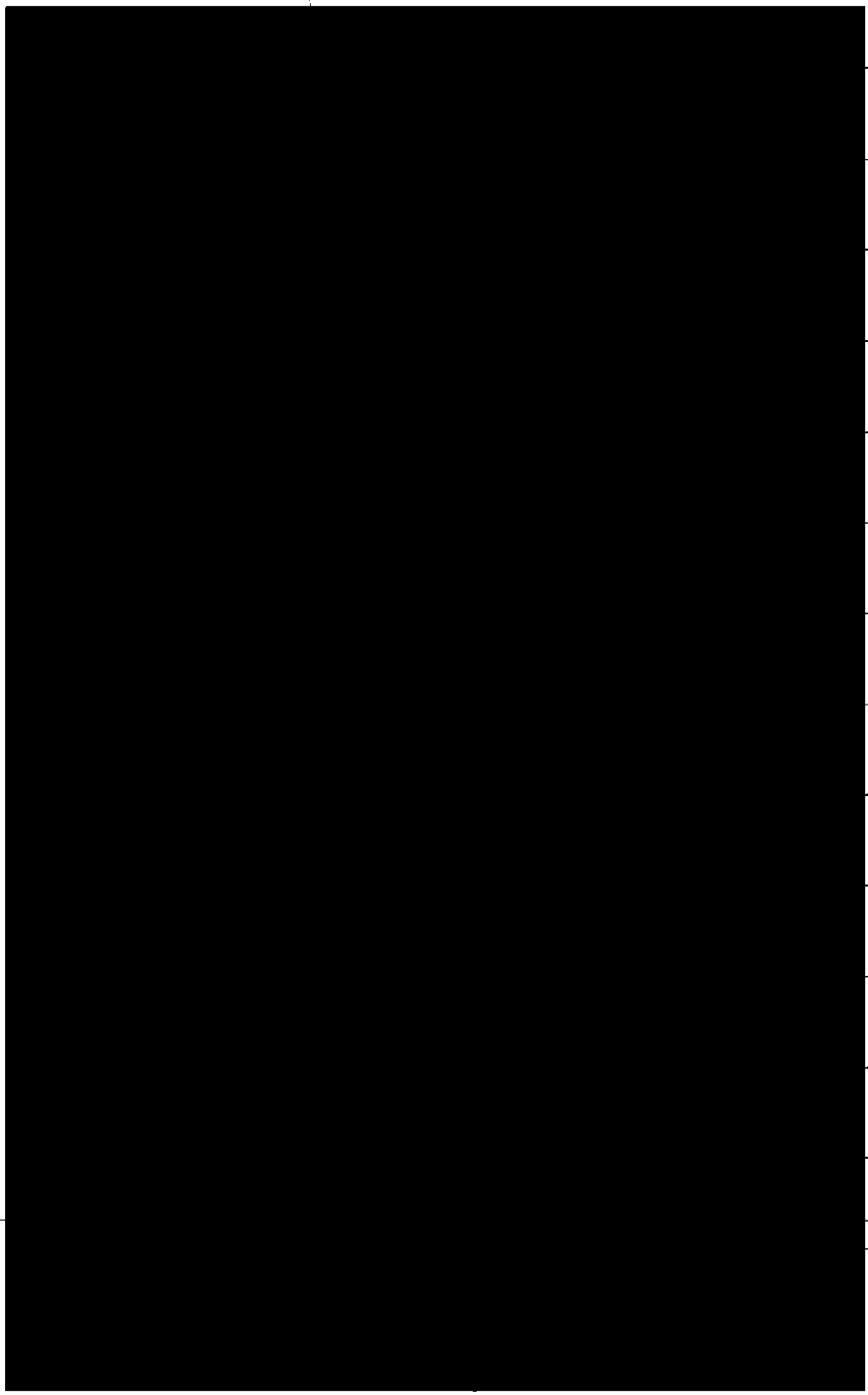

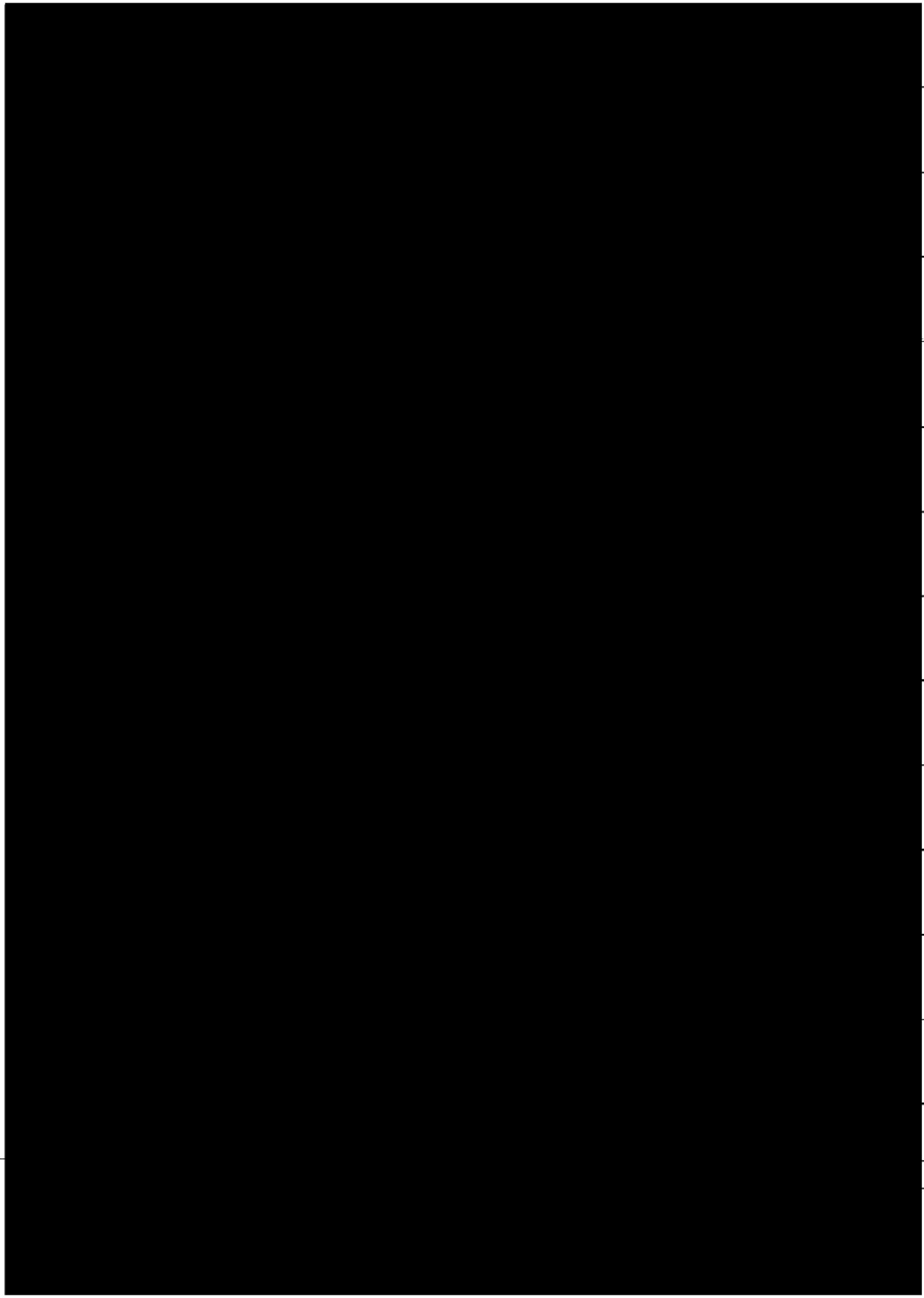

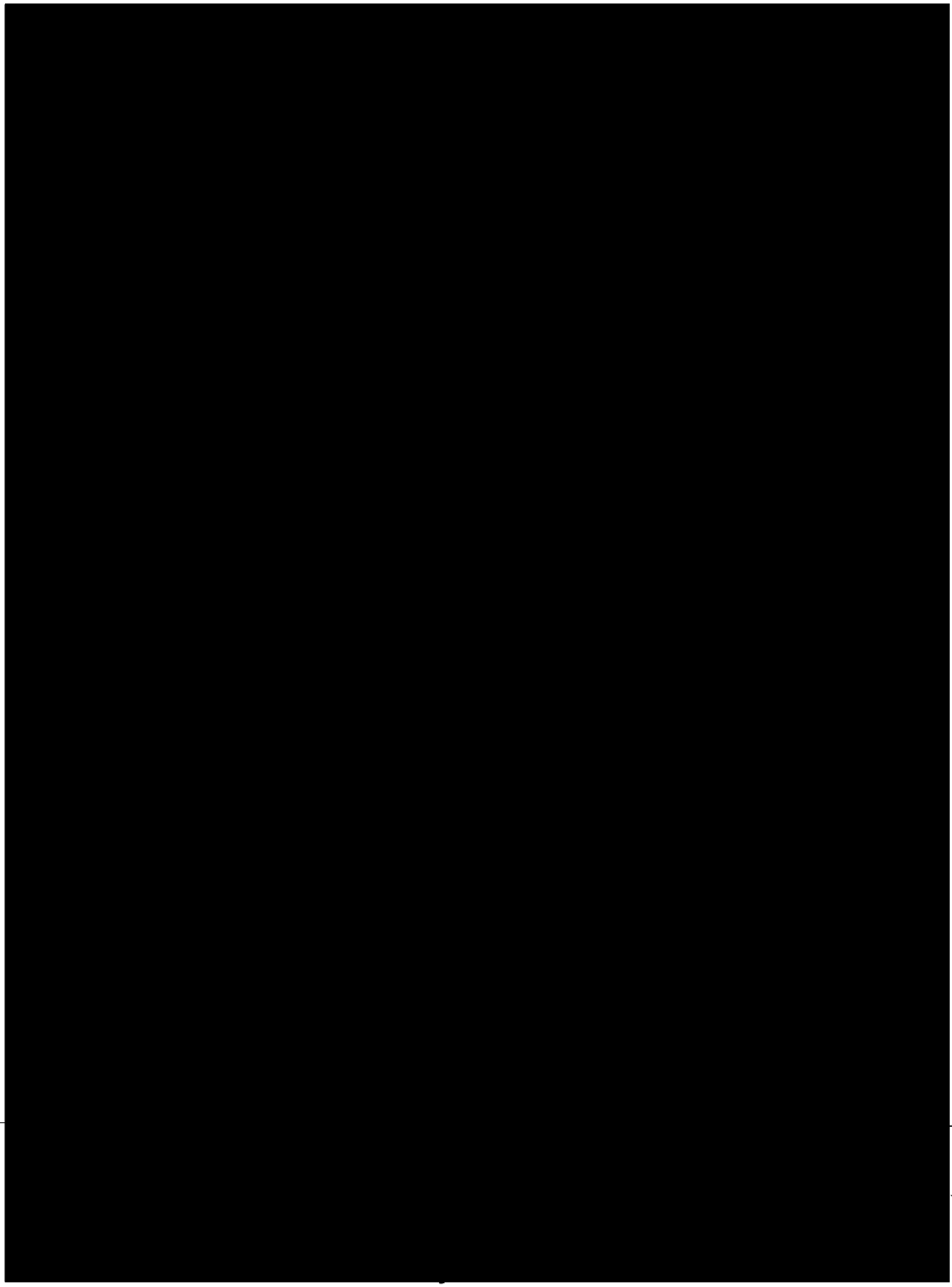

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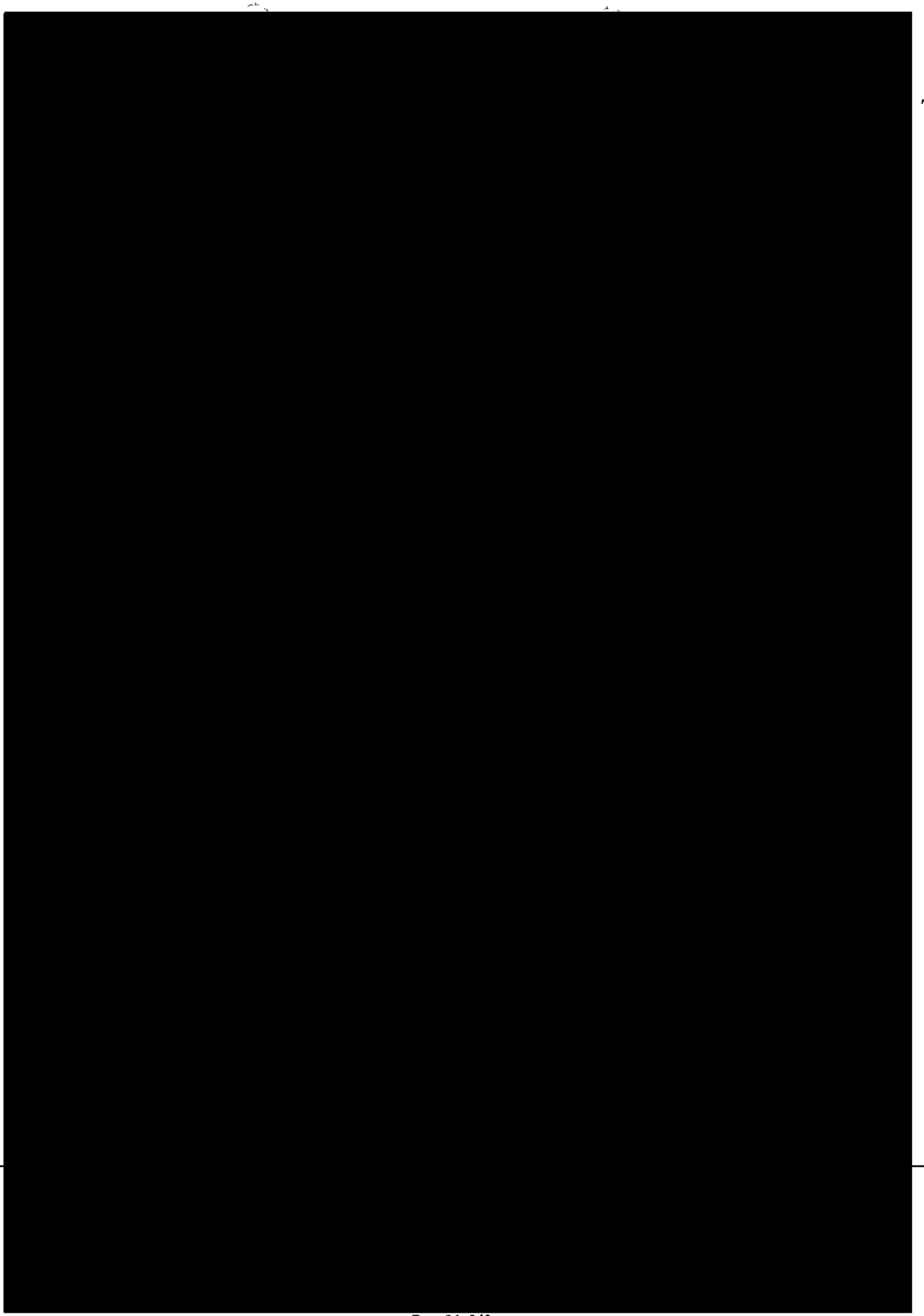
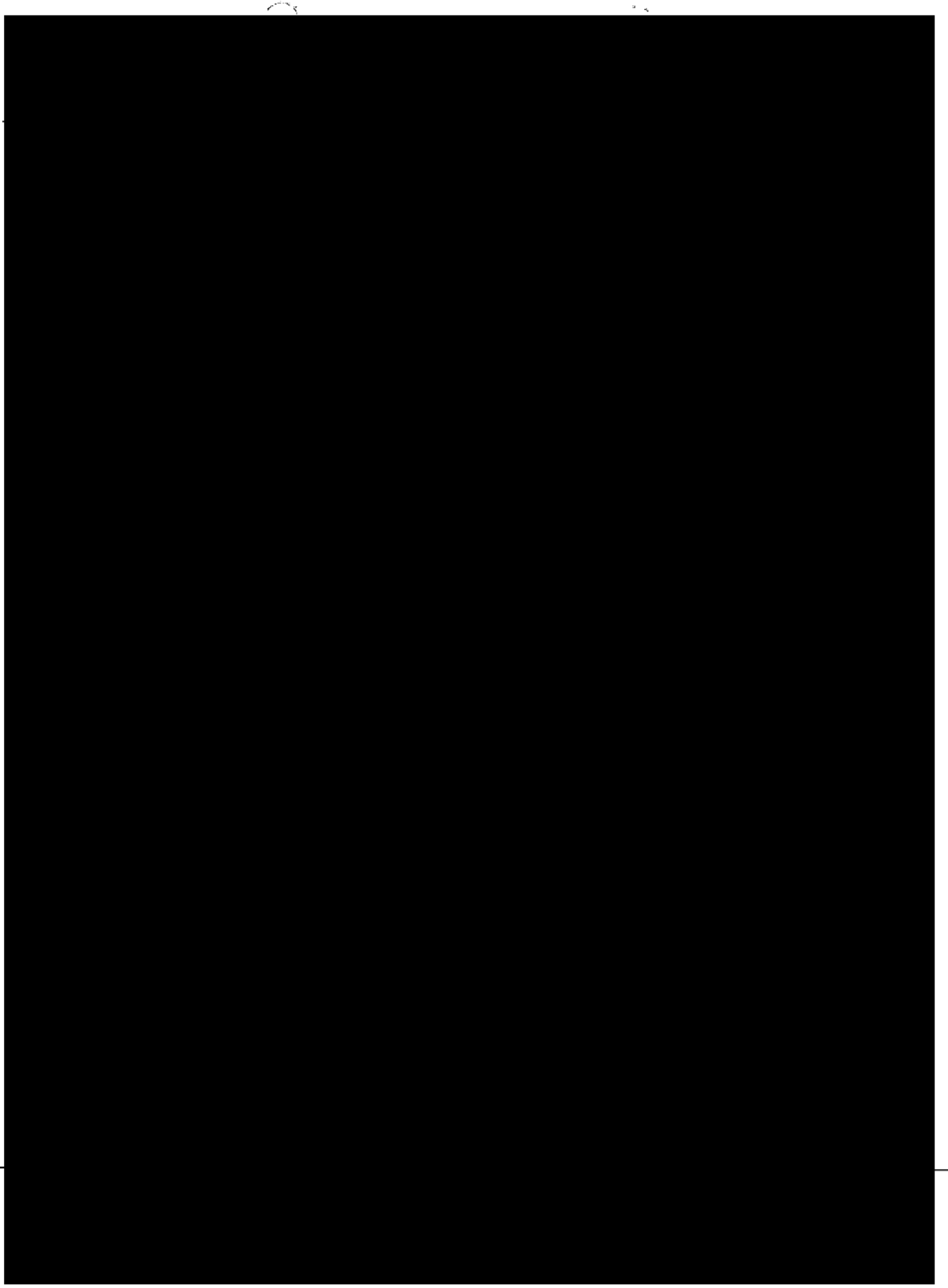
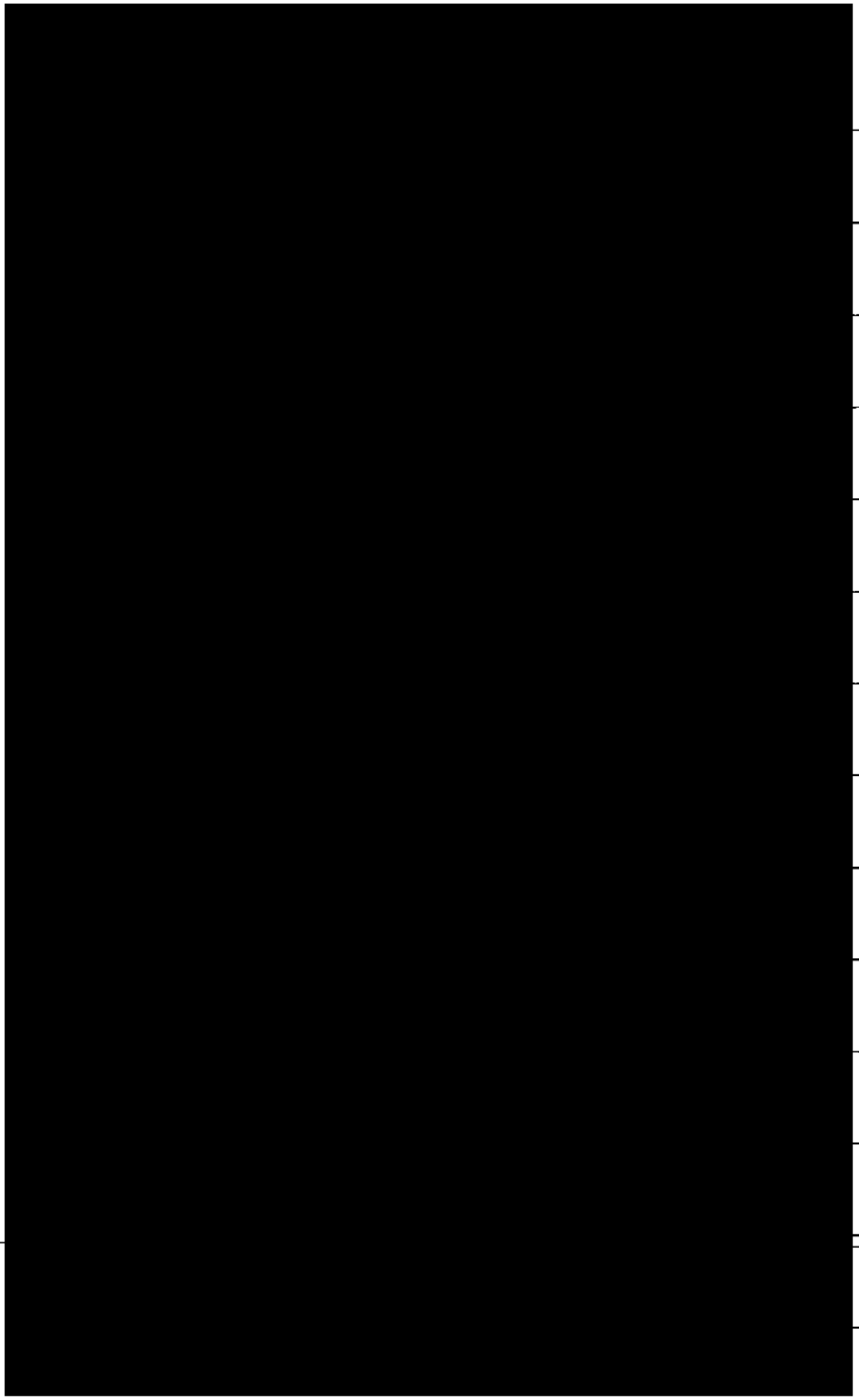
PLANNING AND ZONING
18 MAY 2026 09:51



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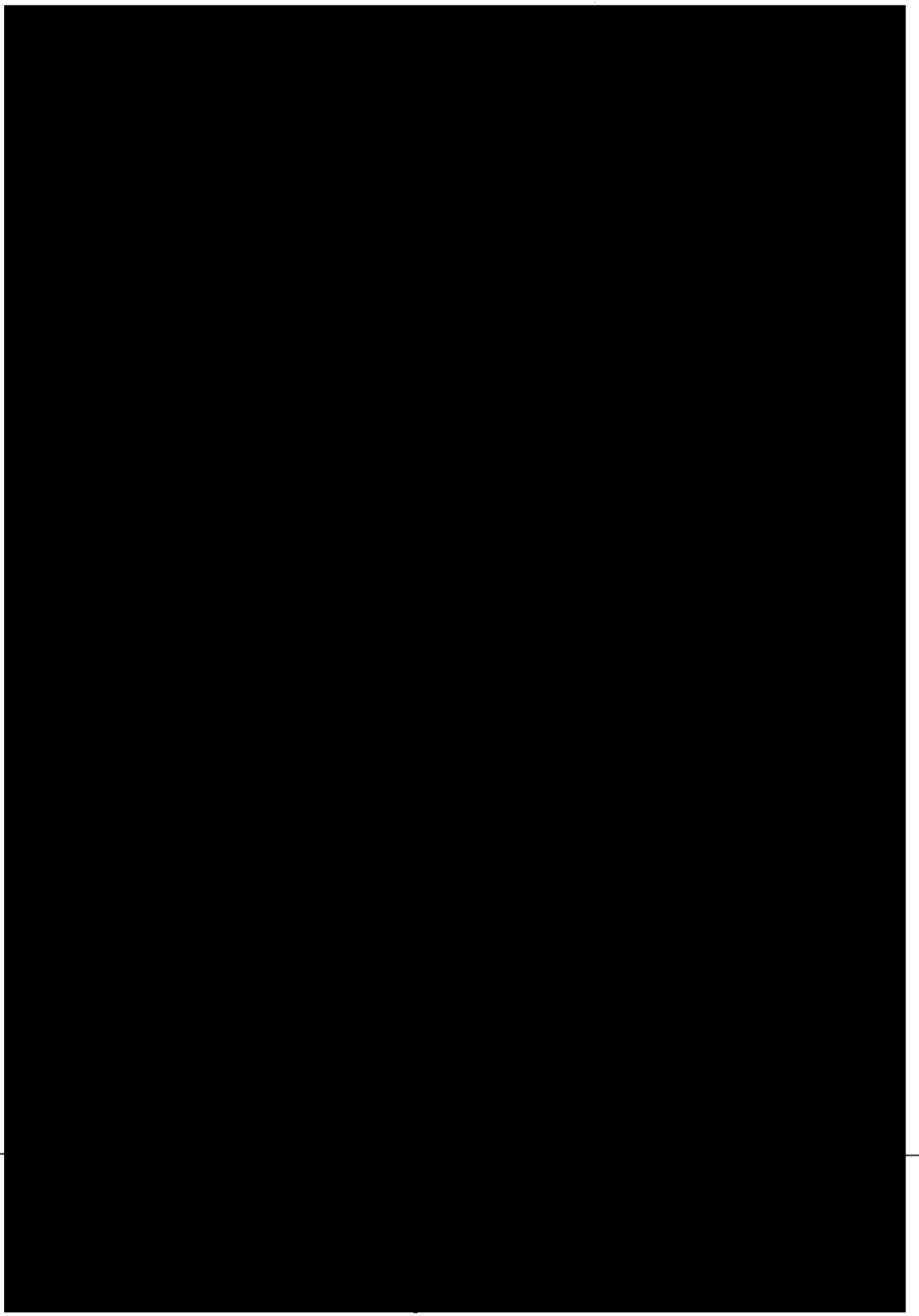

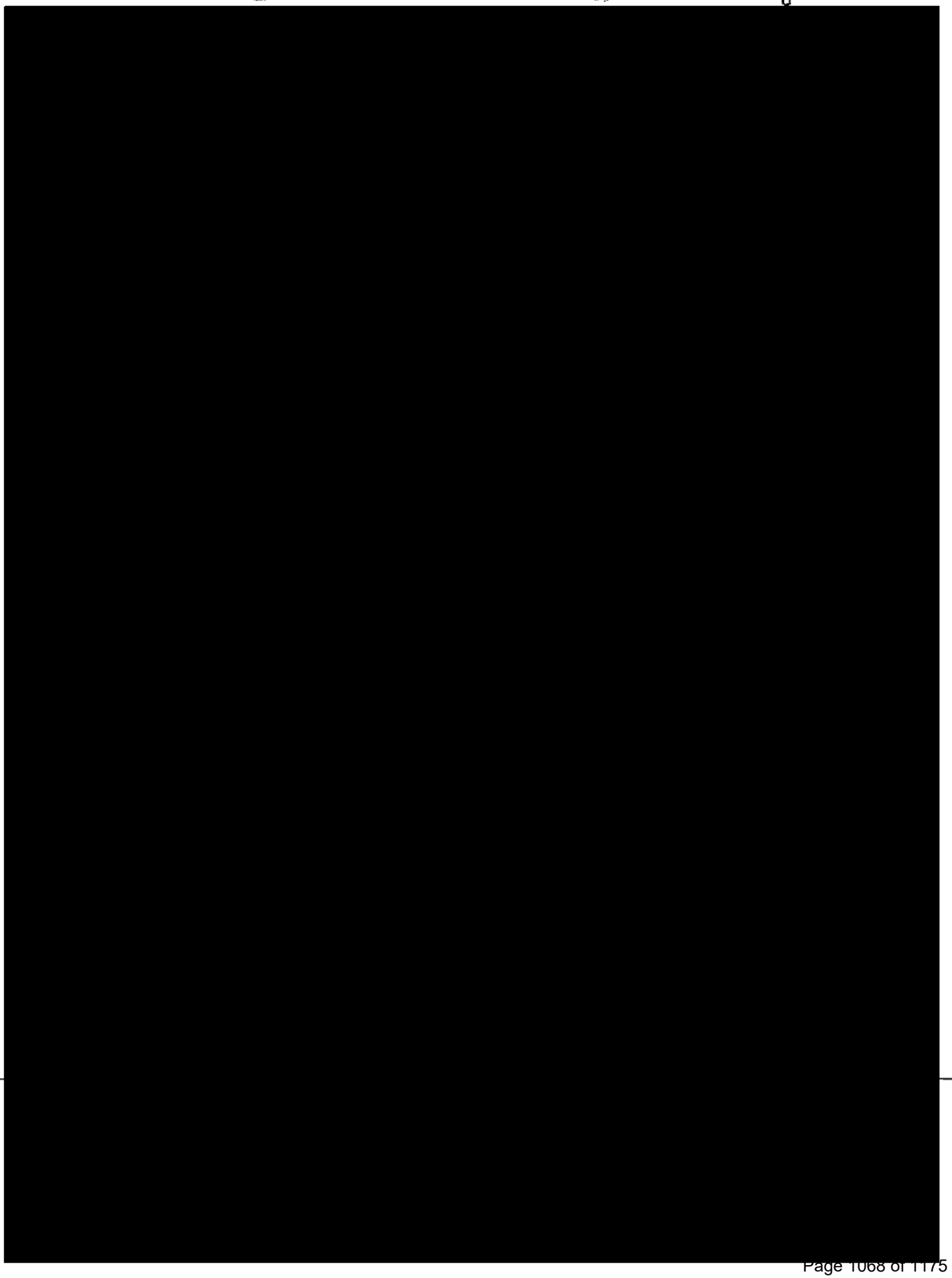

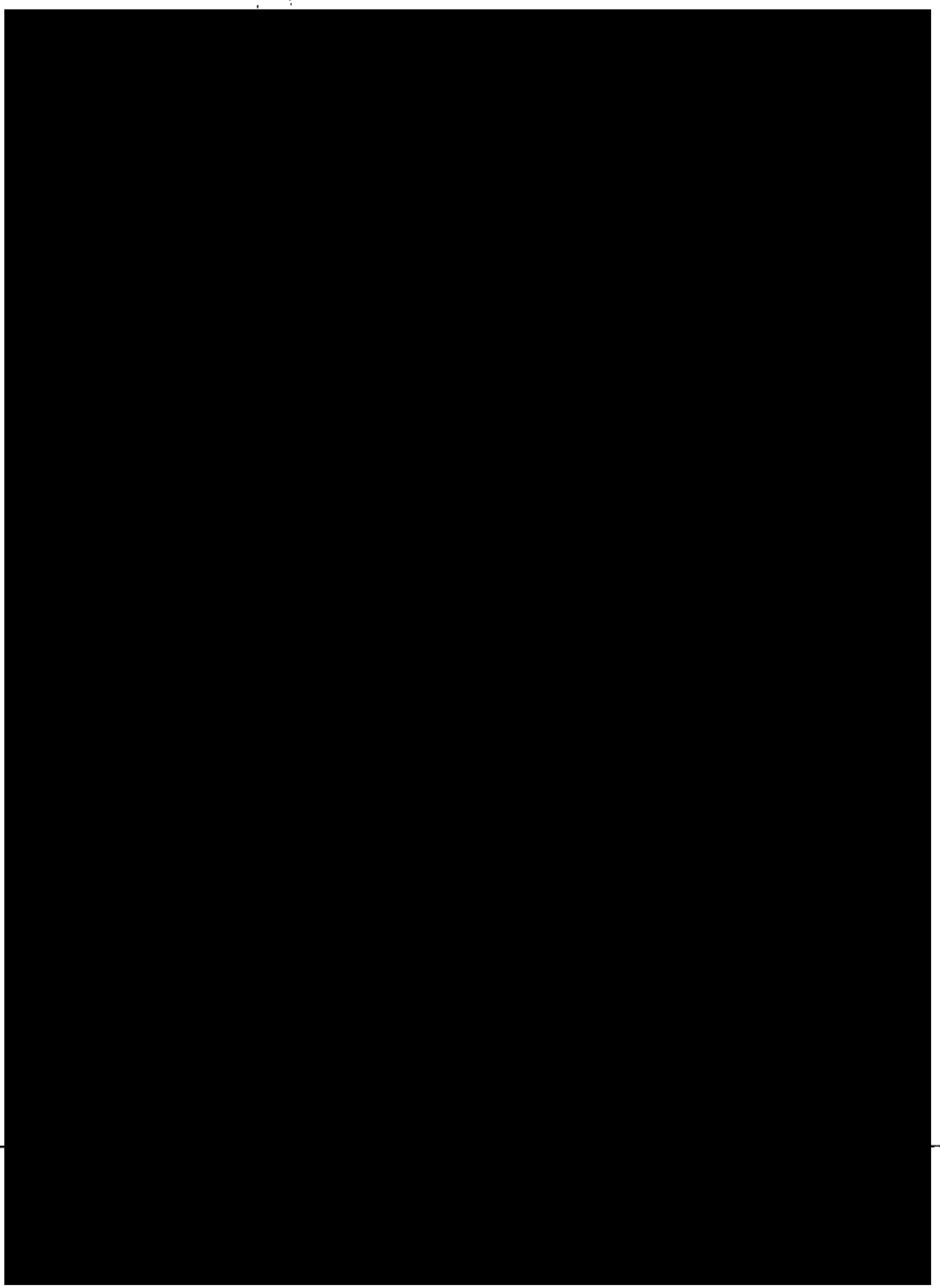

PLANNING AND ZONING
18 MAY 2026 AM 8:52

PLANNING AND ZONING

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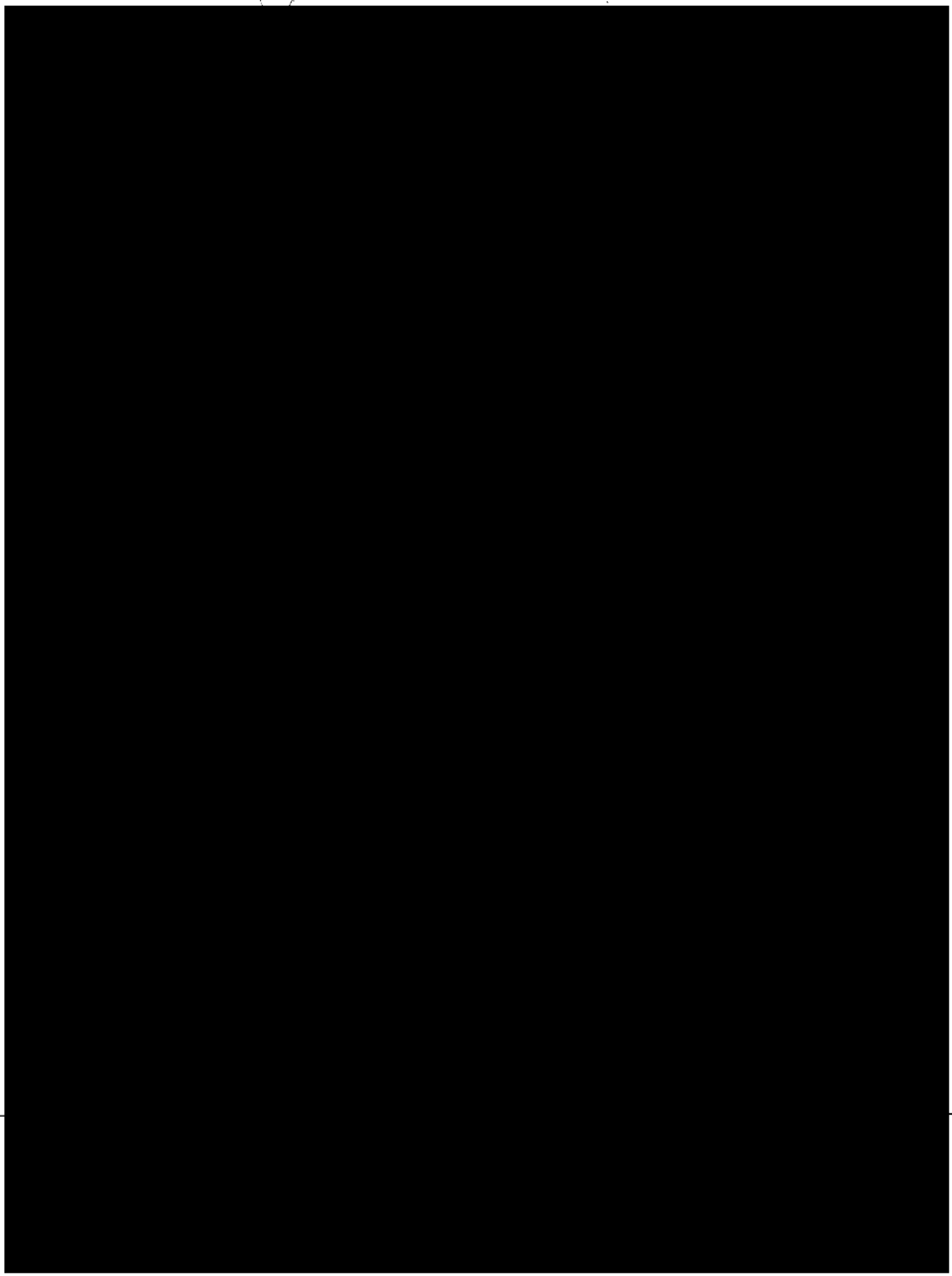

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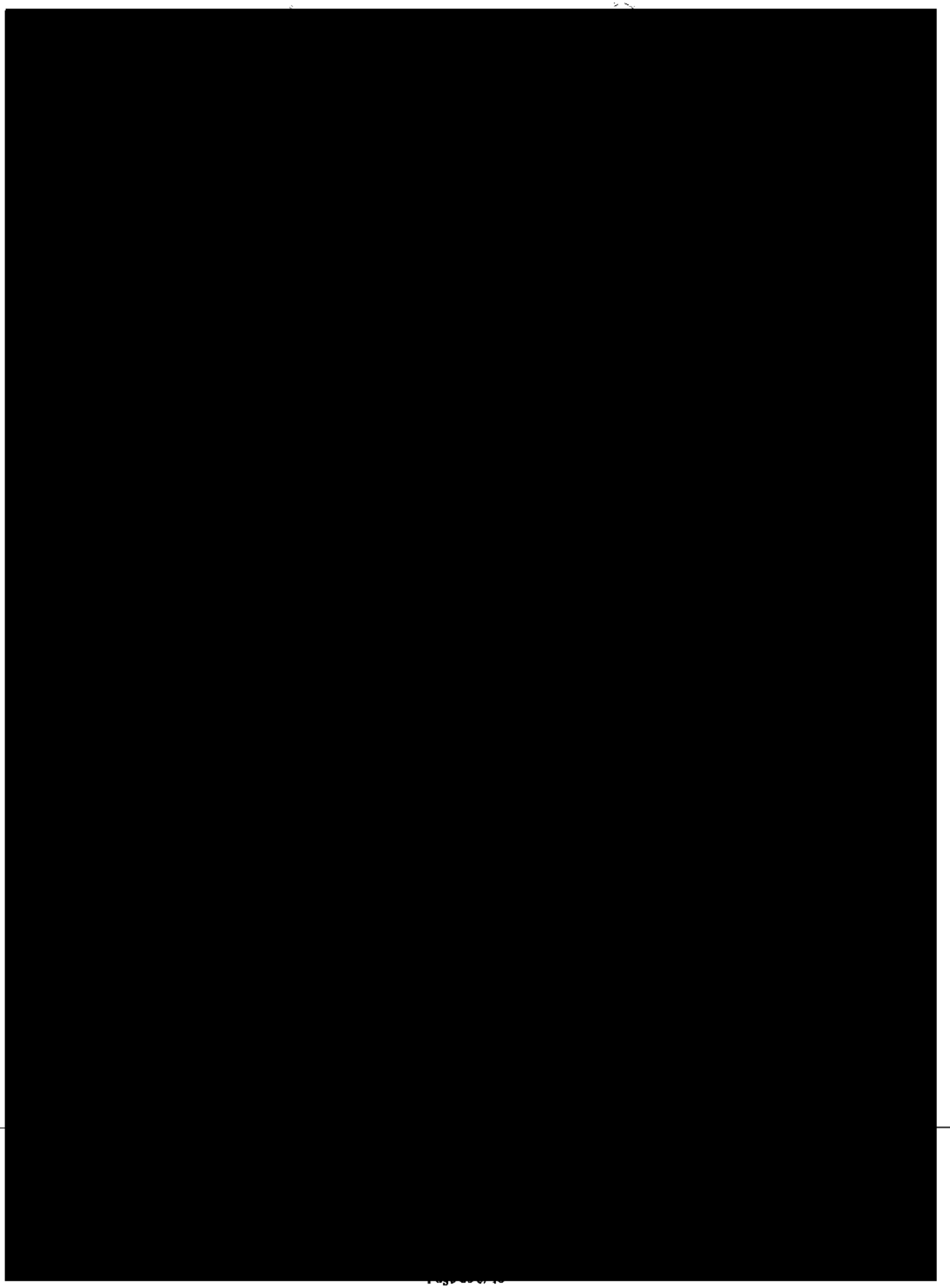

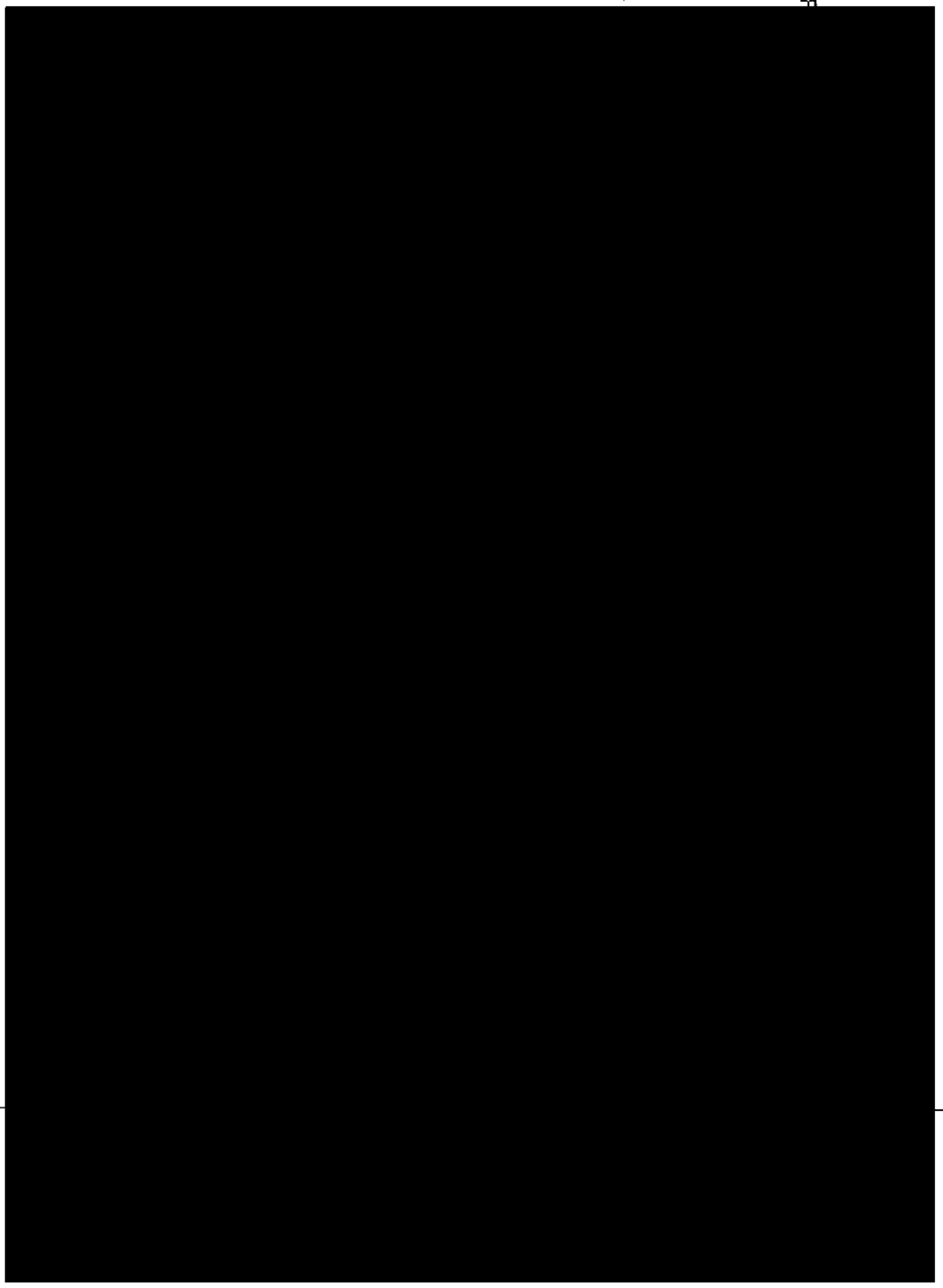

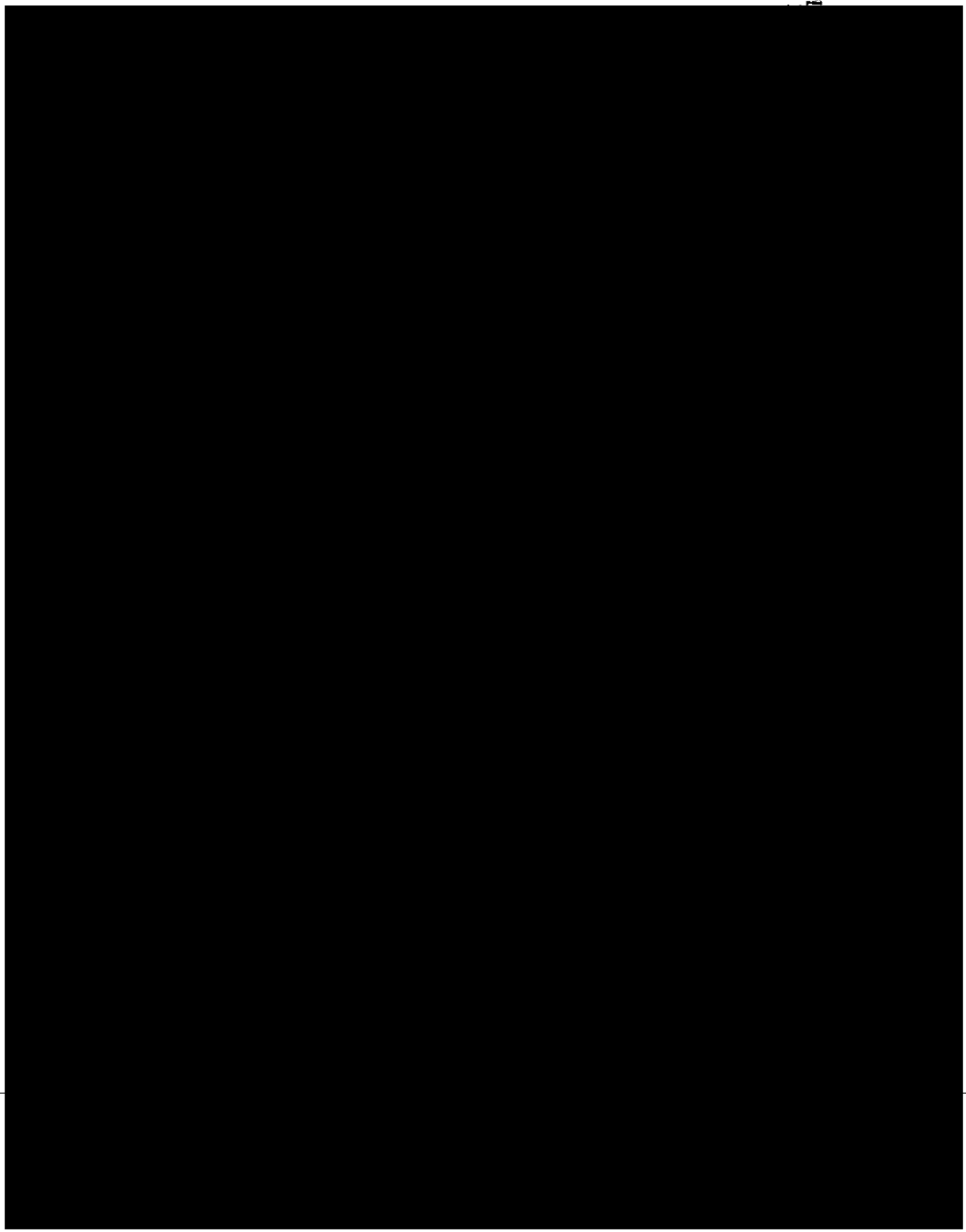

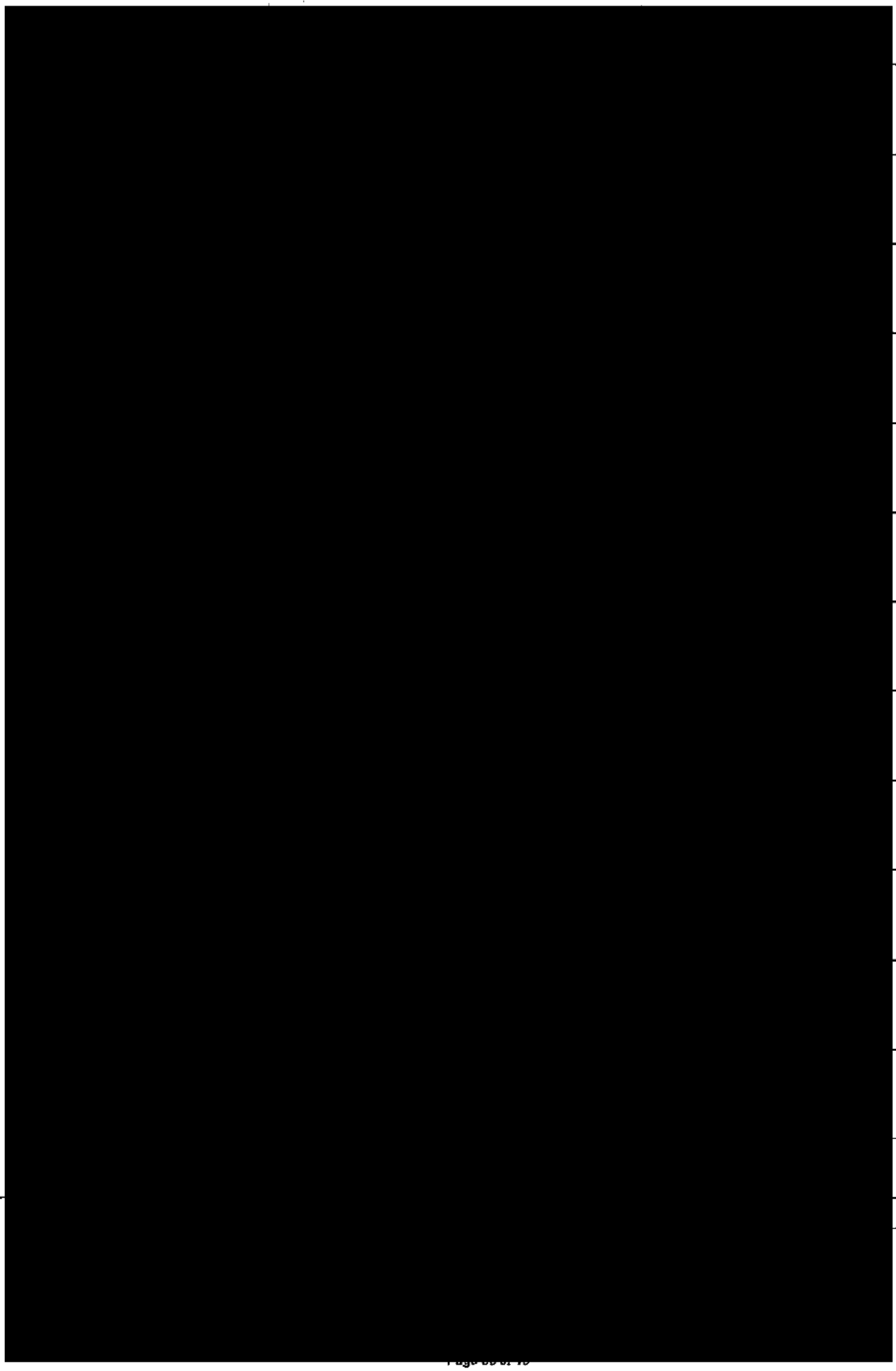

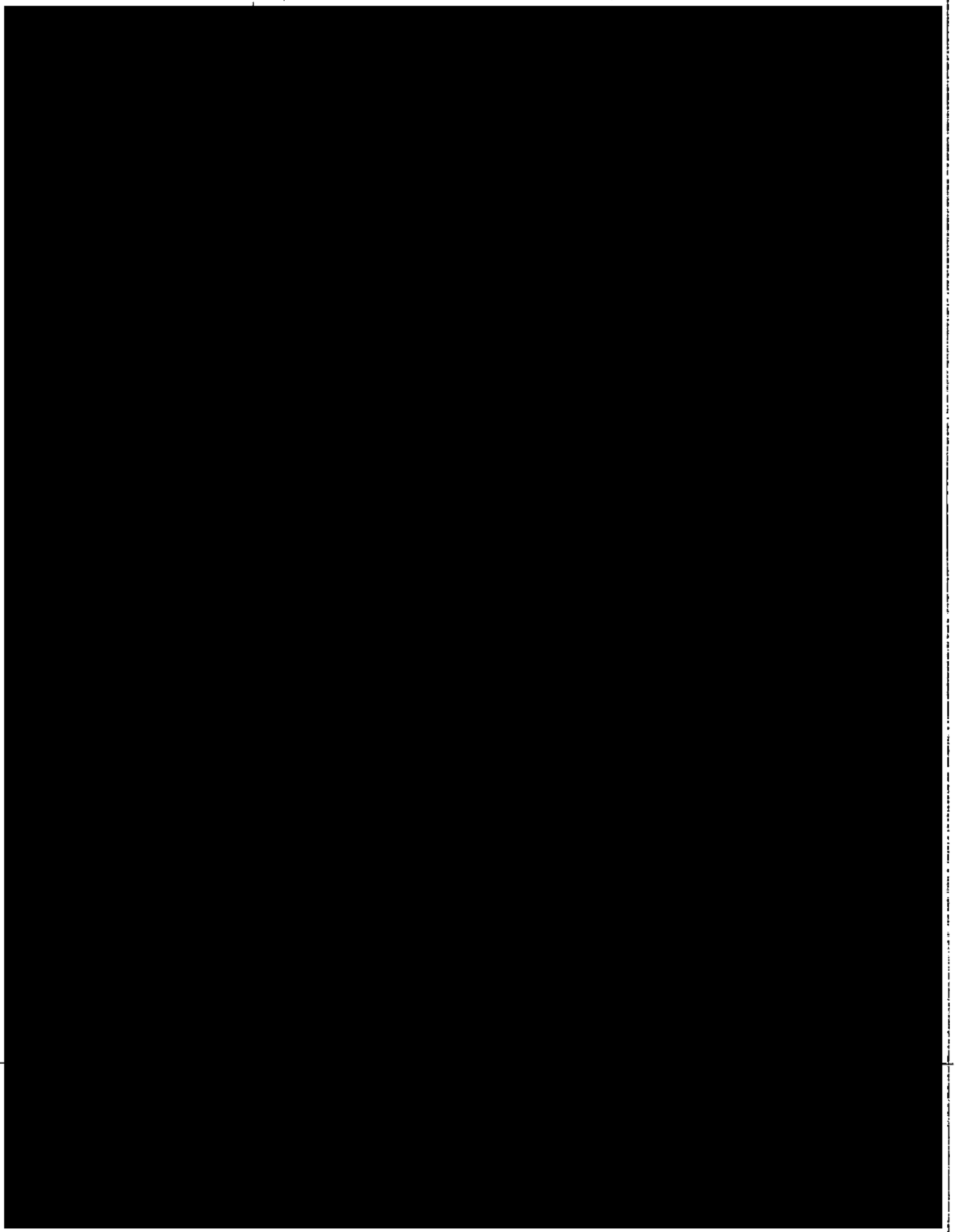

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Agenda Item # 22

ZON-UDC-003752-2026

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

Applicant Materials for Consideration

DETAILS

Location:
4460 Dauphin Island Parkway

Applicant / Agent:
Matthew Noel, Daddy's Boy Seafood

Property Owner:
Charlene Rash

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

Proposed Zoning:
ML, Maritime Light District

Future Land Use:
Low Density Residential

Neighborhood Meeting:

- A Neighborhood Meeting was required due to the proposed rezoning to a higher zoning classification.
- The meeting was held on May 1, 2026, at 5:00 p.m. at 1621 Boykin Boulevard.

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 Suburban to ML, Maritime Light
- **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 seven (7) conditions.

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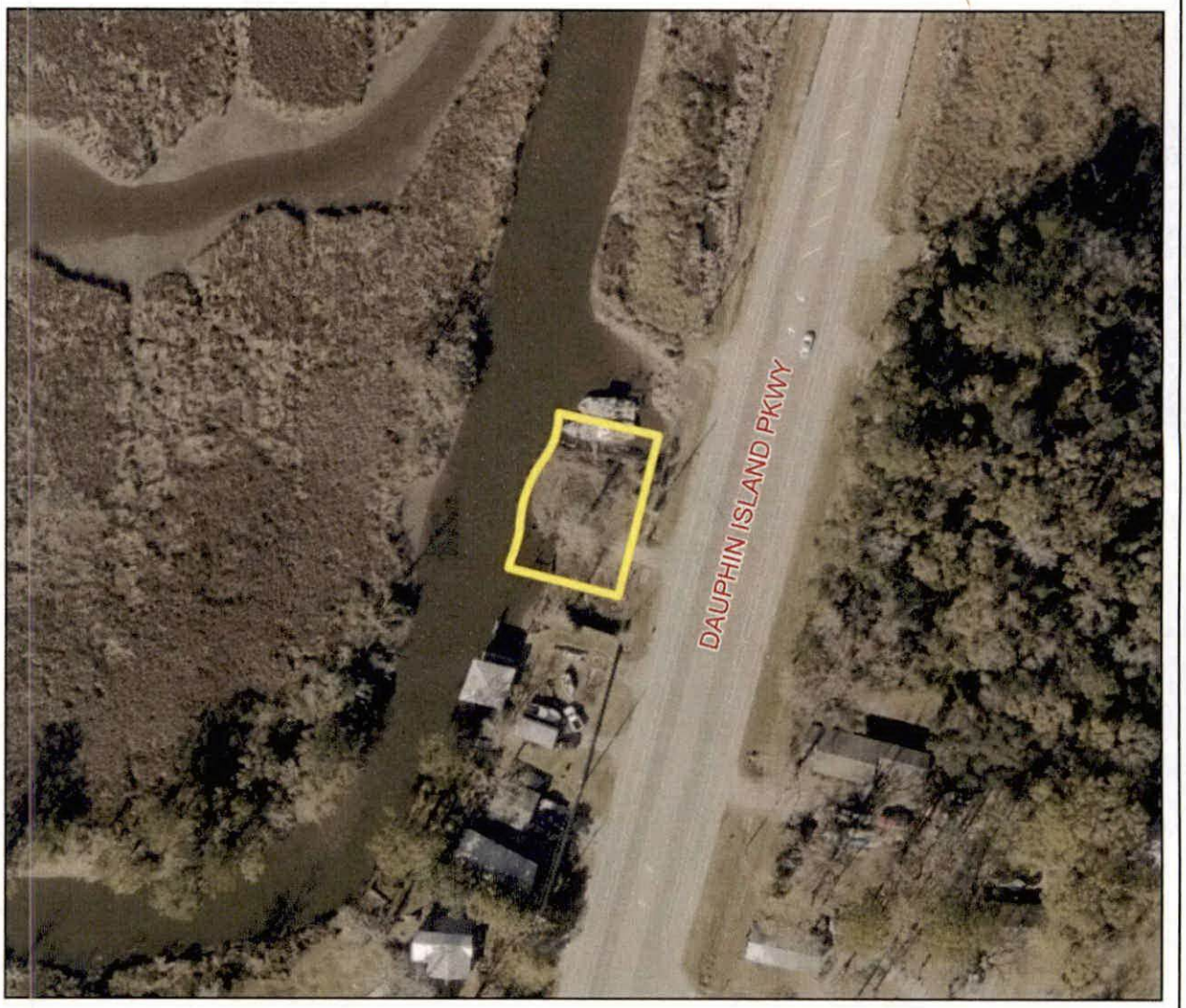
PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 22 DATE July 16, 2026

APPLICANT Matthew Noel, Daddy's Boy Seafood

REQUEST Rezoning from R-1 to ML

N

NTS

SITE HISTORY

The subject site was annexed into the City in 1956.

With the adoption of the Zoning Ordinance in 1967, the property was assigned an R-1, Single-Family Residential District, zoning classification.

In January 2001, a rezoning application was submitted to rezone the site from R-1, Single-Family Residential District, to B-3, Community Business District, to allow a marina and seafood sales operation. The request was subsequently denied by the City Council.

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

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

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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.

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The subject site is surrounded by properties zoned R-1, Single-Family Residential Suburban District. Many of the surrounding properties consist of vacant woodlands, tidal marshes, or a combination thereof.

A survey depicting existing site conditions was submitted with the application; however, no site plan or development plan was provided. Because the proposed use involves the sale of seafood directly from a docked vessel, no building is proposed. Nevertheless, the UDC requires a minimum of 12 percent landscaped area within the ML, Maritime Light District, as well as compliance with applicable tree planting requirements. No landscaping or tree planting information was provided with the application.

Likewise, no parking is proposed for the site. While Table 64-3-12.1, Minimum Parking Spaces, does not establish a parking requirement for seafood sales directly from a vessel, it is reasonable to expect that some level of off-street parking would be necessary to accommodate customers and employees, particularly given the site's location along a heavily traveled two-lane segment of Dauphin Island Parkway.

No public sidewalk is depicted adjacent to the property. As such, installation of a sidewalk or approval of a Sidewalk Waiver would be required.

The site consists of portions of two legal lots of record. Therefore, the property should either be established as a single legal lot of record through a one-lot subdivision or documentation should be provided demonstrating that the property existed in its current configuration prior to 1962.

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

The UDC states that rezoning requests should promote sound, stable, and desirable development patterns and should be evaluated based on consistency with the Comprehensive Plan, compatibility with surrounding development patterns and adjacent uses, available infrastructure capacity, changing conditions within the area, and the broader public benefit of the request.

The Future Land Use Map (FLUM) designates the subject property as Low Density Residential, a classification that generally supports single-family residential development but may accommodate small-scale complementary uses and other residential types in appropriate locations. The proposed ML, Maritime Light District, zoning classification is generally not consistent with this FLUM designation, as the Water Dependent, Light Industry, and Heavy Industry FLUM categories are more closely aligned with the intent of the ML District. Additionally, Section 64-2-19.C. of the UDC states that new ML districts are not appropriate within any overlay district, and the subject site is located within the Peninsula Overlay District.

The applicant does not contend that the existing R-1 zoning classification was established in error. Rather, the request is based on the applicant's desire to promote economic activity and revitalization along the Dauphin Island Parkway corridor.

It should also be noted that the applicant submitted a petition containing 510 signatures in support of the rezoning request.

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.

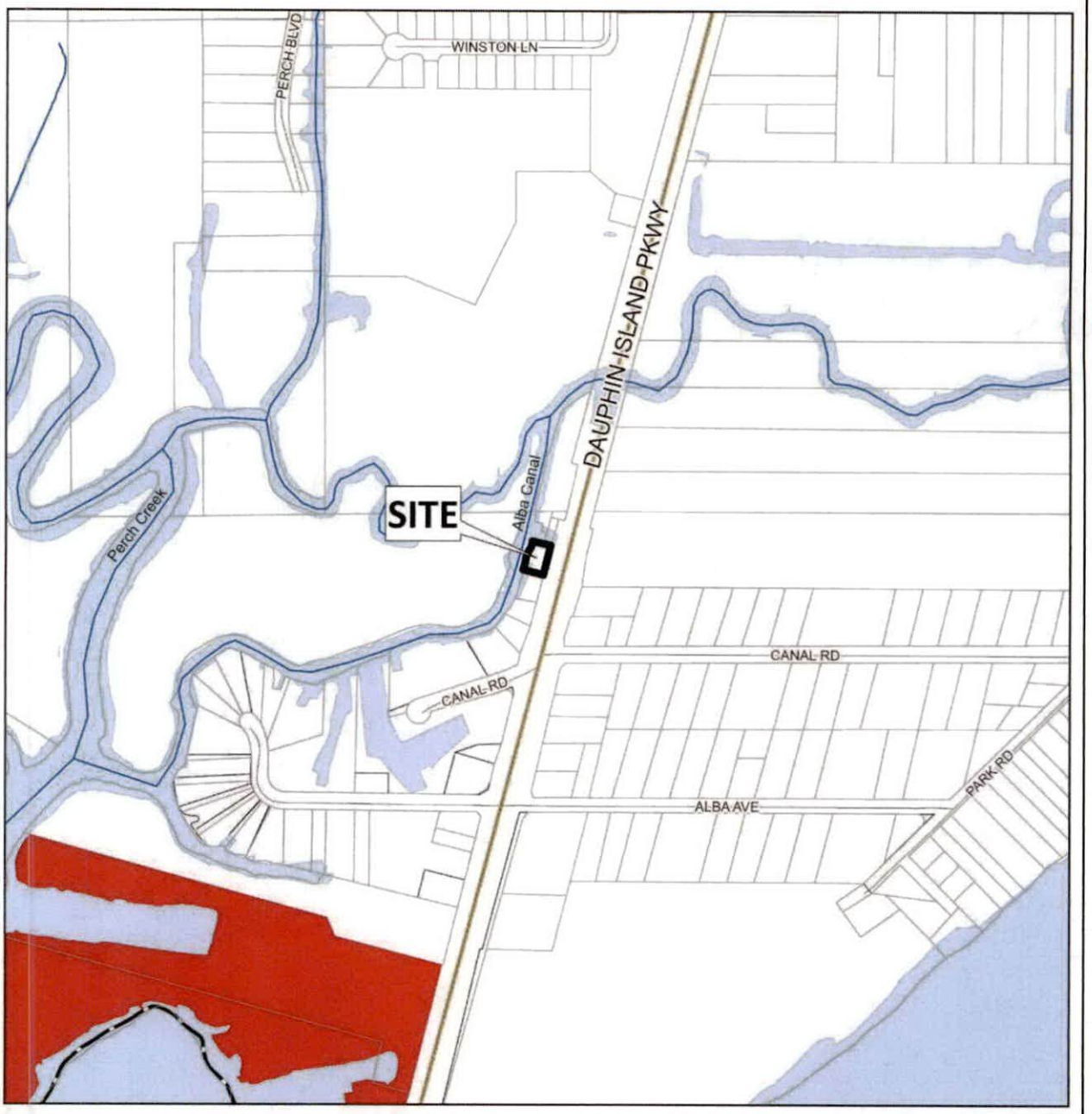
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to ML, the following conditions could apply:

1. Compliance with the landscaping and tree planting requirements of the Unified Development Code, subject to review and approval by Planning and Zoning;
2. Compliance with the off-street parking requirements of the Unified Development Code for the proposed use, subject to review and approval by Planning and Zoning;
3. Construction of a public sidewalk along the property frontage, or approval of a Sidewalk Waiver prior to the issuance of any development permits;
4. Approval of a one (1)-lot subdivision establishing the site as a legal lot of record, or submission of documentation demonstrating that the property existed in its current configuration prior to 1962;
5. Obtaining all required permits and approvals for any proposed signage;
6. Compliance with all applicable local, state, and federal permits and regulations related to the proposed seafood sales operation and any associated water-dependent facilities; and
7. Full compliance with all applicable municipal codes, ordinances, and regulations.

LOCATOR ZONING MAP



APPLICATION NUMBER 22 DATE July 16, 2026

APPLICANT Matthew Noel, Daddy's Boy Seafood

REQUEST Rezoning from R-1 to ML

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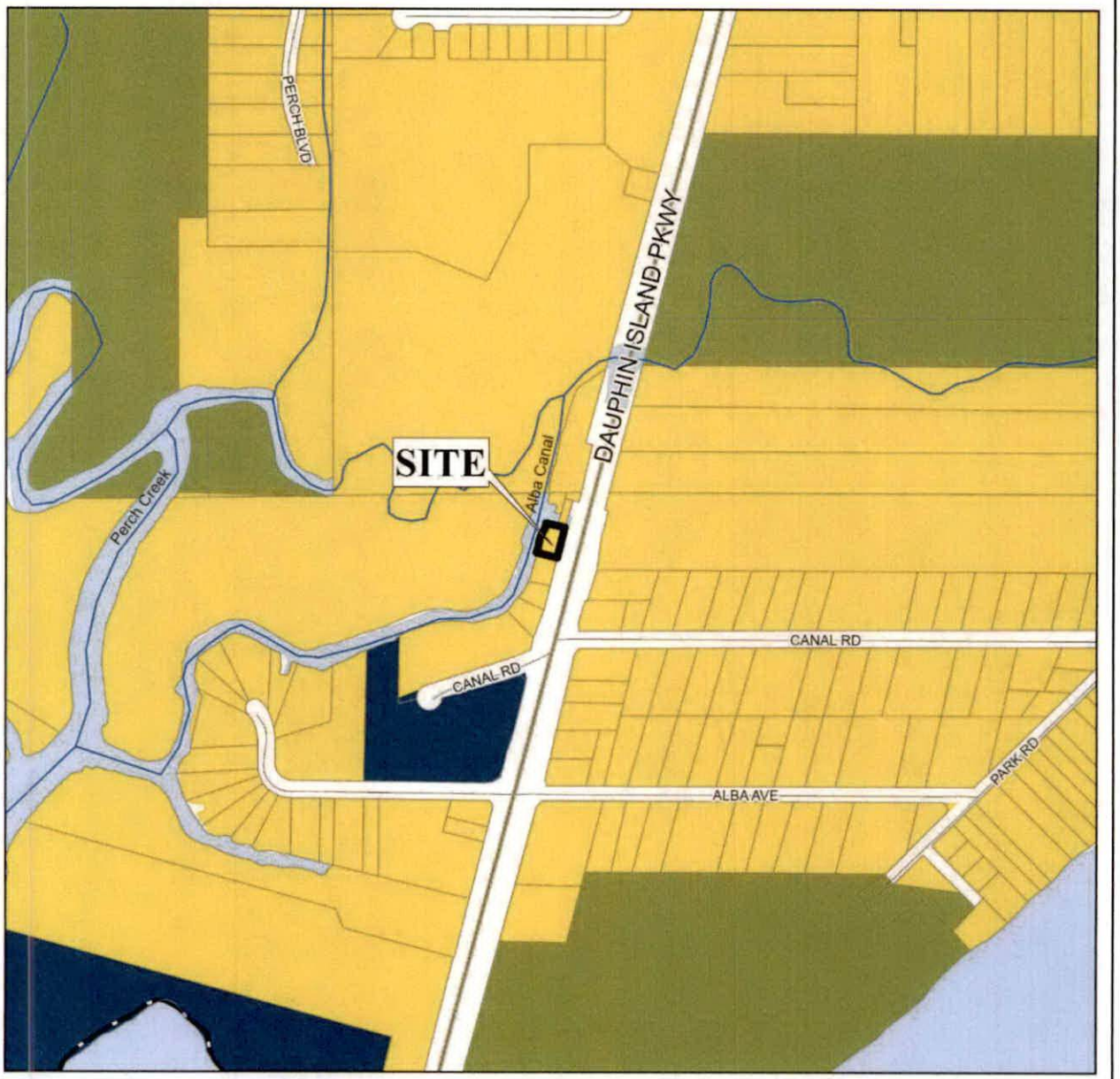
NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 22 DATE July 16, 2026

APPLICANT Matthew Noel, Daddy's Boy Seafood

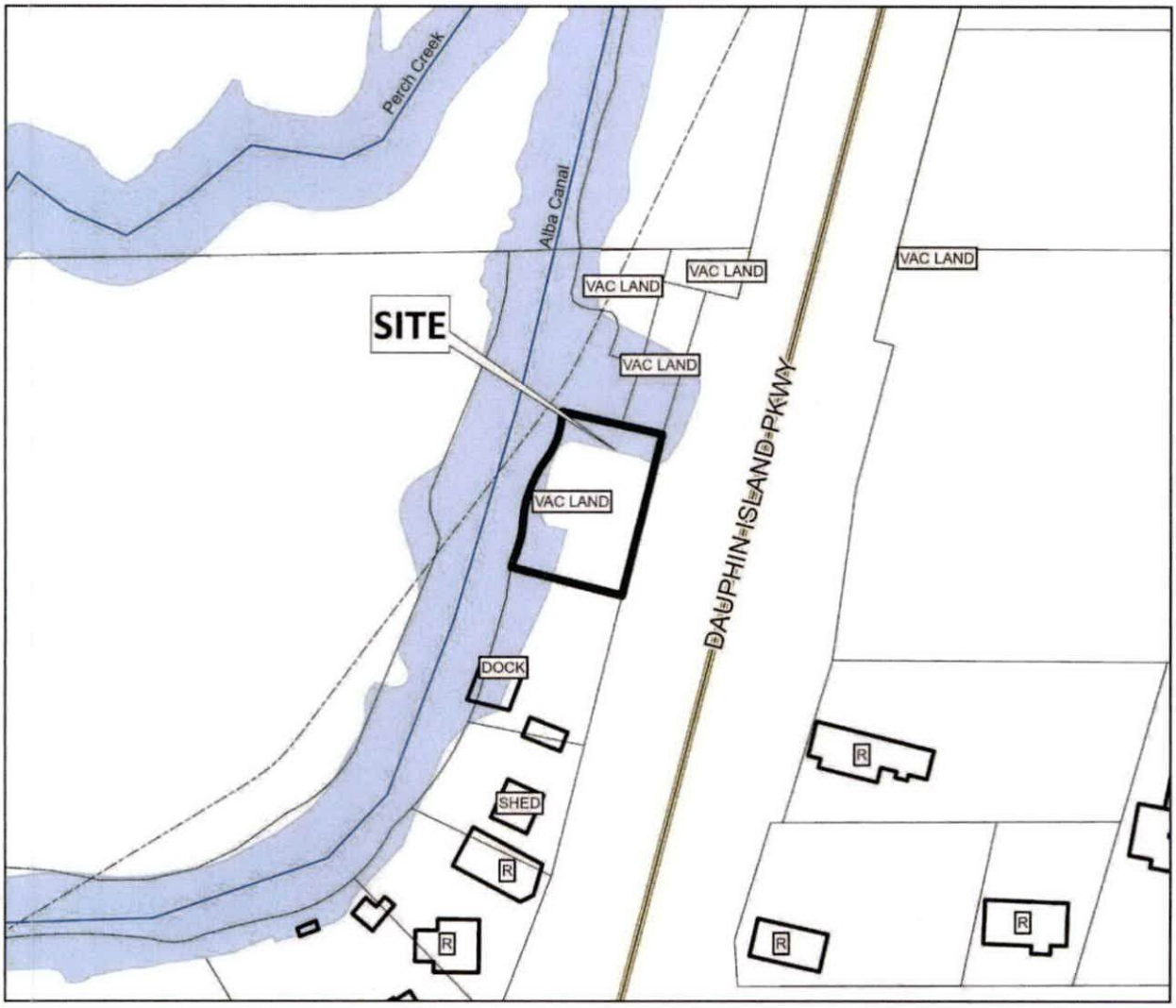
REQUEST Rezoning from R-1 to ML

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 22 DATE July 16, 2026

APPLICANT Matthew Noel, Daddy's Boy Seafood

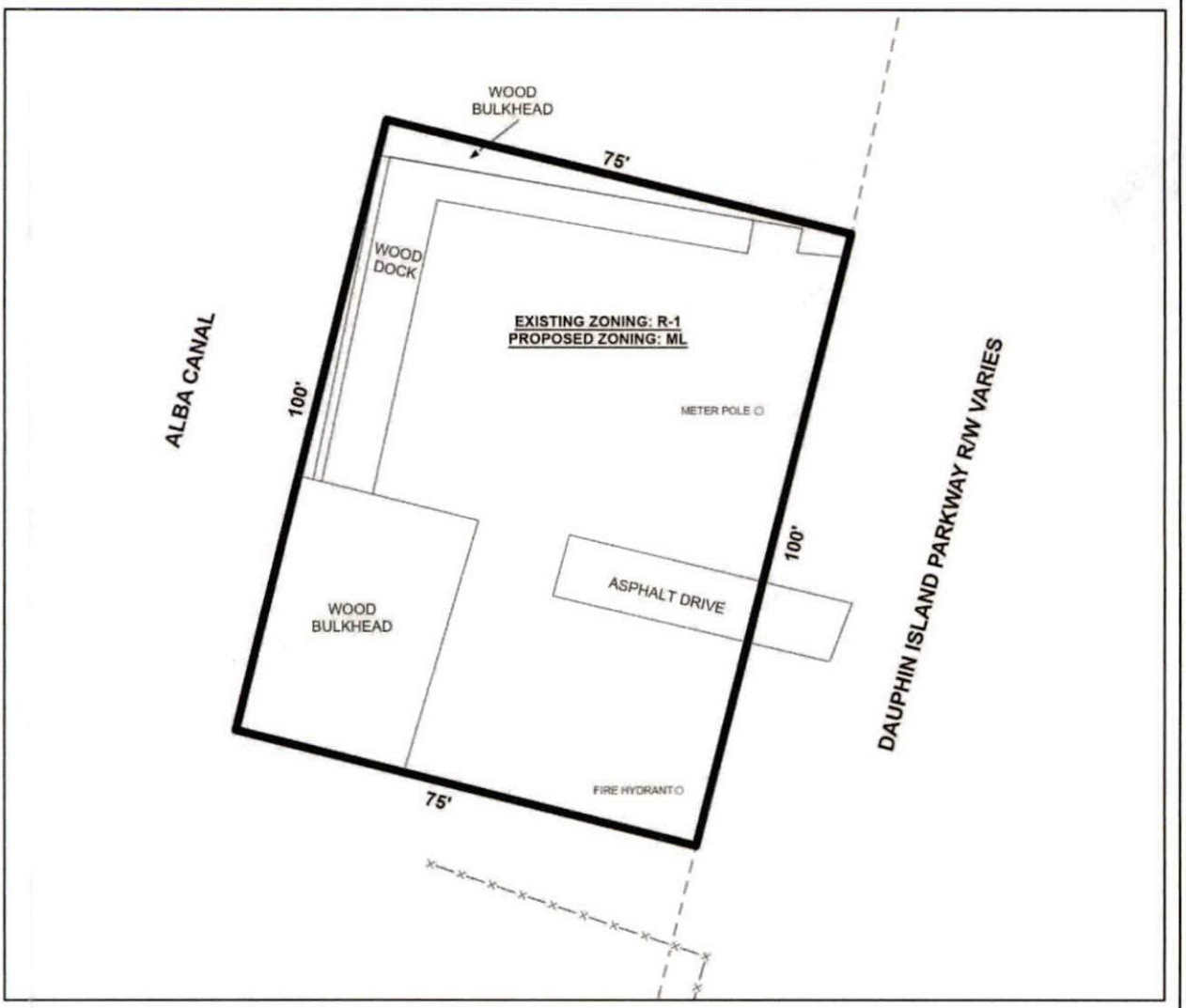
REQUEST Rezoning from R-1 to ML

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

N

NTS

SITE PLAN



The site plan illustrates existing wooden bulkhead, dock and driveway.

APPLICATION NUMBER 22 DATE July 16, 2026	N
APPLICANT Matthew Noel, Daddy's Boy Seafood	
REQUEST Rezoning from R-1 to ML	NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Character Example

Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

Planning Commission
June 18, 2026

Agenda Item # 17

ZON-UDC-003752-2026

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

Applicant Materials for Consideration

DETAILS

Location:
4460 Dauphin Island Parkway

Applicant / Agent:
Matthew Noel, Daddy's Boy Seafood

Property Owner:
Charlene Rash

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

Proposed Zoning:
ML, Maritime Light District

Future Land Use:
Low Density Residential

Neighborhood Meeting:

- A Neighborhood Meeting was required due to the proposed rezoning to a higher zoning classification.
- The meeting was held on May 1, 2026, at 5:00 p.m. at 1621 Boykin Boulevard.

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 Suburban to ML, Maritime Light
- **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:

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units.

APPLICATION NUMBER 17 DATE June 18, 2026

APPLICANT Matthew Noel, Daddy's Boy Seafood

REQUEST Rezoning from R-1 to ML

N

NTS

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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.

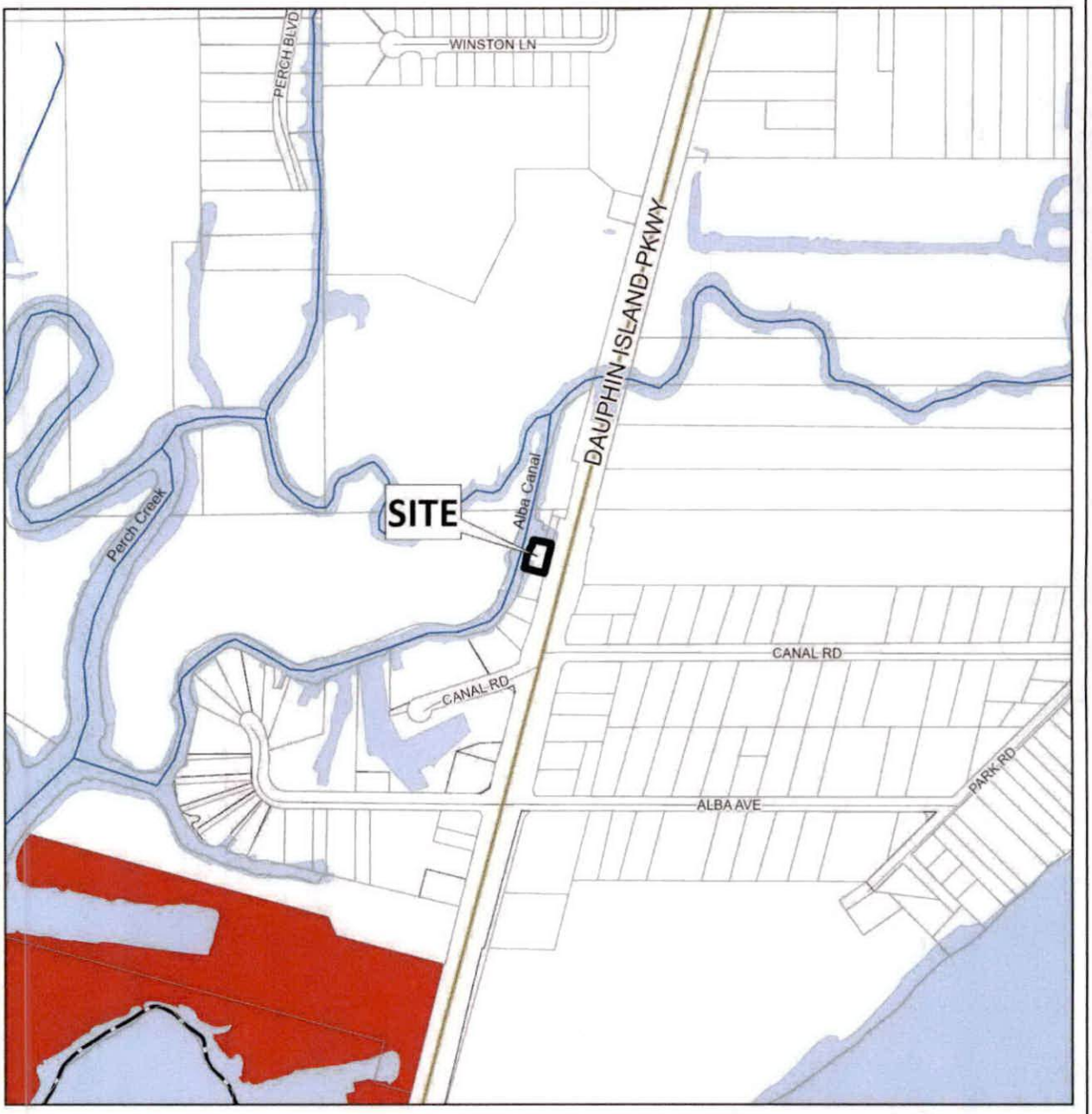
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to ML, the following conditions could apply:

1. Compliance with the landscaping and tree planting requirements of the Unified Development Code, subject to review and approval by Planning and Zoning;
2. Compliance with the off-street parking requirements of the Unified Development Code for the proposed use, subject to review and approval by Planning and Zoning;
3. Construction of a public sidewalk along the property frontage, or approval of a Sidewalk Waiver prior to the issuance of any development permits;
4. Approval of a one (1)-lot subdivision establishing the site as a legal lot of record, or submission of documentation demonstrating that the property existed in its current configuration prior to 1962;
5. Obtaining all required permits and approvals for any proposed signage;
6. Compliance with all applicable local, state, and federal permits and regulations related to the proposed seafood sales operation and any associated water-dependent facilities; and
7. Full compliance with all applicable municipal codes, ordinances, and regulations.

LOCATOR ZONING MAP



APPLICATION NUMBER 17 DATE June 18, 2026

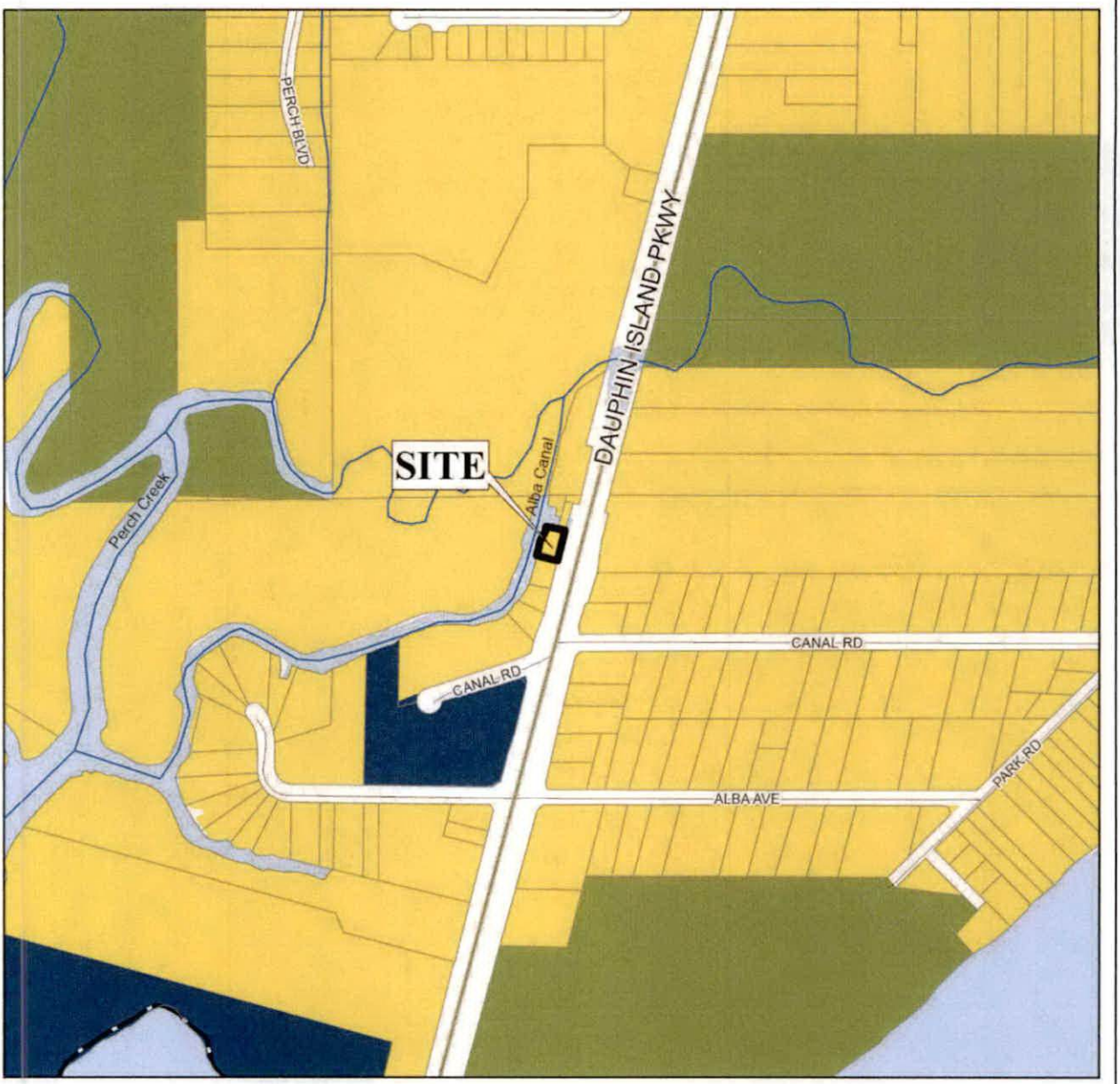
APPLICANT Matthew Noel, Daddy's Boy Seafood

REQUEST Rezoning from R-1 to ML

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 17 DATE June 18, 2026

APPLICANT Matthew Noel, Daddy's Boy Seafood

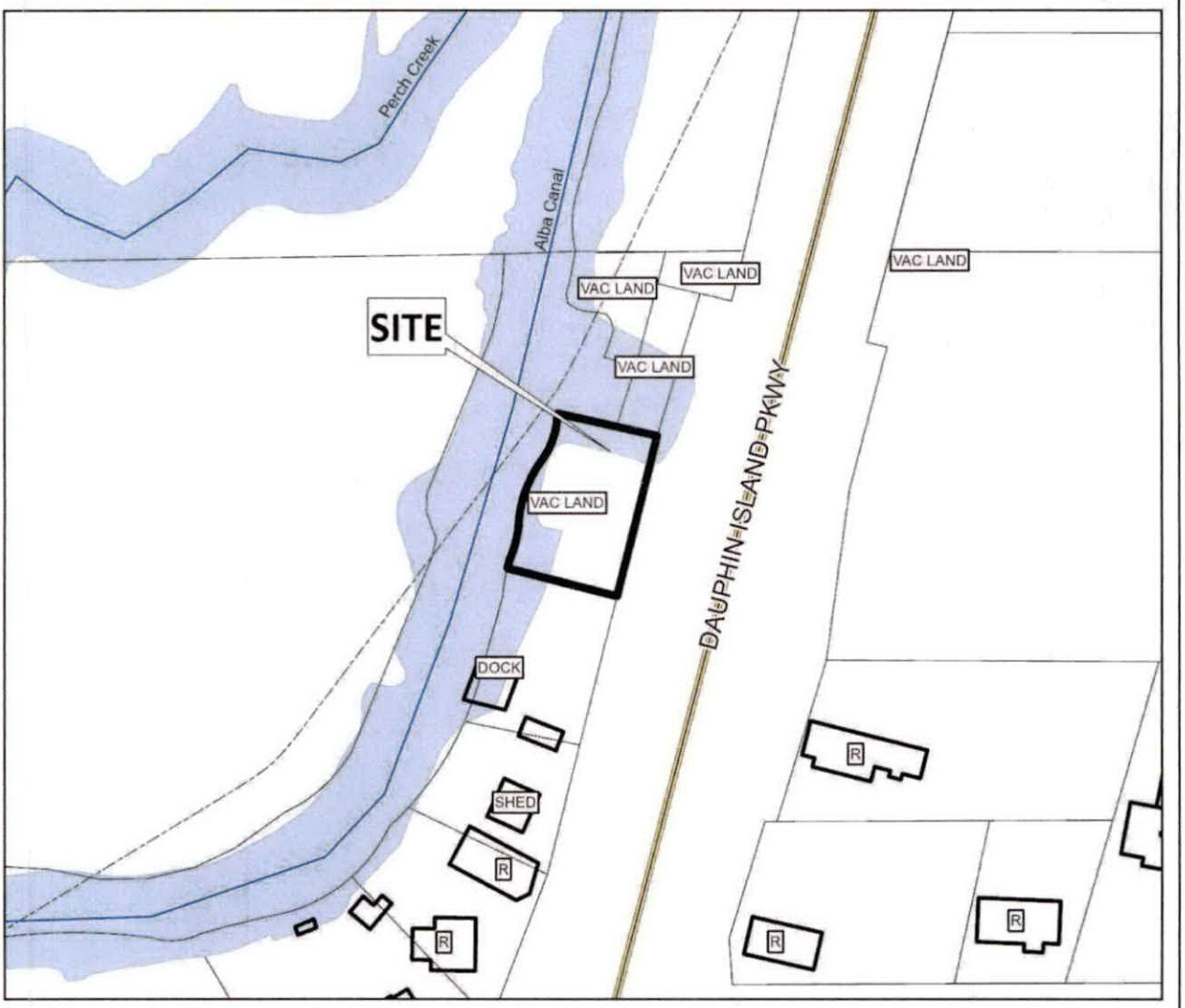
REQUEST Rezoning from R-1 to ML

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 17 DATE June 18, 2026

APPLICANT Matthew Noel, Daddy's Boy Seafood

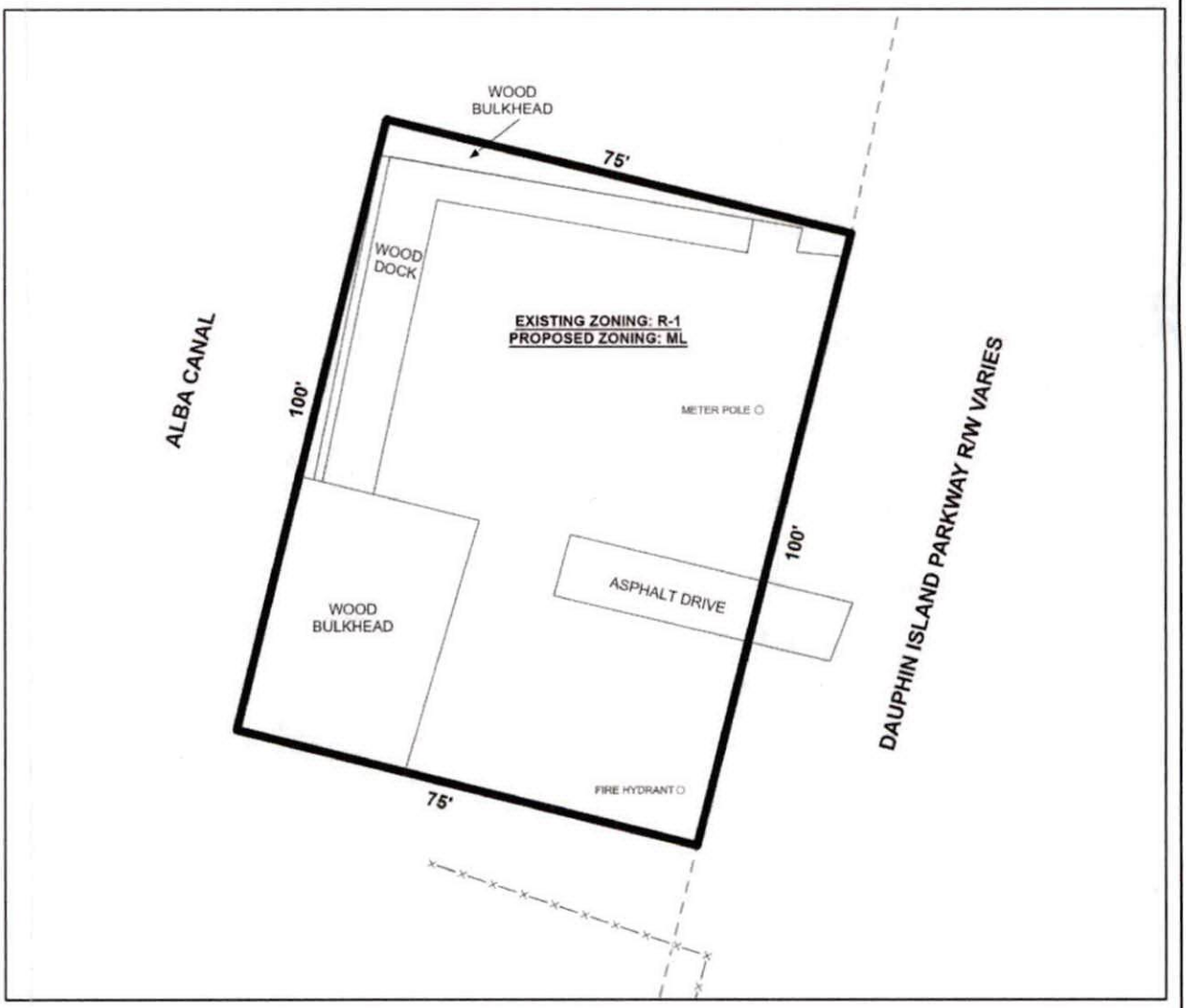
REQUEST Rezoning from R-1 to ML

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

N

NTS

SITE PLAN



The site plan illustrates existing wooden bulkhead, dock and driveway.

APPLICATION NUMBER 17 DATE June 18, 2026	N
APPLICANT Matthew Noel, Daddy's Boy Seafood	
REQUEST Rezoning from R-1 to ML	NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Character Example

Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

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 4213 and 4221 Spring Valley Drive South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 4, 2026**, a public hearing will be held on the **8th** day of **September**, 2026 at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 4213 and 4221 Spring Valley Drive South from R-1, Single-Family Residential Suburban District, and R-3, Multi-Family Residential Suburban District, to R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

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 5 OF SPRING VALLEY SUBDIVISION, UNIT TWO, ACCORDING TO THE PLAT HEREOF RECORDED IN MAP BOOK 19, PAGE 6, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA. AND LOT 7 OF ADDITION TO SPRING VALLEY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 31, PAGE 81, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA. (INST.2021010427) LOT 3, SECOND UNIT, SPRING VALLEY, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 19, PAGE 6, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from Single-Family Residential Suburban District (R-1) and Multi-Family Residential Suburban District (R-3), to Single-Family Residential Suburban District (R-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 an R-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 R-1, until all of the conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 8th day of September, 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 12th day of August, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile located at **4213 & 4221 Spring Valley Drive South.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Single-Family Residential Suburban District (R-1) and Multi-Family Residential Suburban District (R-3), to Single-Family Residential Suburban District (R-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 **R-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 **R-1** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

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

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 5 OF SPRING VALLEY SUBDIVISION, UNIT TWO, ACCORDING TO THE PLAT HEREOF RECORDED IN MAP BOOK 19, PAGE 6, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA. AND LOT 7 OF ADDITION TO SPRING VALLEY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 31, PAGE 81, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA. (INST.2021010427) LOT 3, SECOND UNIT, SPRING VALLEY, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 19, PAGE 6, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed **from Single-Family Residential Suburban District (R-1) and Multi-Family Residential Suburban District (R-3), to Single-Family Residential Suburban District (R-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 an **R-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 **R-1,** until all of the conditions have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Sawgrass Consulting, LLC
4213 & 4221 Spring Valley Drive South
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 30, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **July 16, 2026**, considered the request of **Sawgrass Consulting, LLC,** for a change in zoning **from Single-Family Residential Suburban District (R-1) and Multi-Family Residential Suburban District (R-3), to Single-Family Residential Suburban District (R-1),** for the property located at **4213 & 4221 Spring Valley Drive South**.

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,

[redacted]
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 22, 2026

Sawgrass Consulting, LLC
Heath Larson
30673 SGT E.I. Boots Thomas Drive
Spanish Fort, Alabama 36527

Re: 4213 & 4221 Spring Valley Drive South
ZON-UDC-003793-2026
Resubdivision of Lots 3 & 5, Spring Valley Subdivision Unit 2, & Lot 7, Addition to Spring Valley Subdivision
Sawgrass Consulting, LLC
District 4
Rezoning from Single-Family Residential Suburban District (R-1) and Multi-Family Residential Suburban District (R-3), to Single-Family Residential Suburban District (R-1)

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

At its meeting on July 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 **Single-Family Residential Suburban District (R-1)**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, 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 **Single-Family Residential Suburban District (R-1)**, to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description and is $**319.20**. 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

[redacted]

Deputy Director of Planning and Zoning

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Planned Development**
Checklist C

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

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

☐ **Terminating a Previously approved Planned Unit Development**
Checklist E

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

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

	Applicant	Agent (If Applicable)
Address:	4213 Spring Valley Dr S	
Email:	[redacted]	
Phone:		
Email:		
Name:		

[redacted]

	Owner	Design Professional
Name:	Carla and Adam Green	Heath Larson
Firm:		Sawgrass Consulting LLC
Phone:	[redacted]	
Email:		
Address:		

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

4213 Spring Valley Dr s 4213 Spring Valley Dr s — Property Address

19,310 SF 19,310sf — Property Area (acres or square feet)

R023301122000029.000 R023301122000029.000 — Parcel Number(s) or Key Number(s)

R1/R3 R-1/R-3 — Present Zoning or Transect District

R1 R-1 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

[redacted] — 6/17/26 6/17/26 — Date

6/17/26 6/17/26 — Date

Applicant or Agent Signature (if applicable)

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

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

Applicant or Agent Signature — Date

[redacted]

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

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

Future Land Use Map (FLUM) Designation

R-1
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.
N/A

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
Parcel has split zoning, rezoning to R-1

[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.
   Currently zoned R-1 and R-3, rezoning to R-1

2. Describe the surrounding land uses.
   R-1 and R-3

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

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

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.
   Property proposed to be zoned to match adjacent parcels

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

Plan Submission Contact Information

Name of Project Resub of Lot 3 & 5 Spring Valley Subdivision Unit 2 & Lot 7 Addition to Spring Valley Subdivision

Address Spring Valley Dr S

Owner Gloria Stewart & Adam & Carla Green

[redacted]

Authorized Agent Sawgrass Consulting LLC

Address 30673 SGT EI BOOTS THOMAS DRIVE SPANISH FORT Zip Code 36527

[redacted]

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Sawgrass Consuling LLC

Address 30673 SGT E I BOOTS THOMAS DRIVE Zip Code 36527

[redacted]

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

[redacted]

Tori Scheer

Print

6/15/26

Date

Affiliation to project/Organization

[redacted]

RESUB OF LOTS 3
VALLEY SUBDIVI
& LOT 7, ADDITION
VALLEY SUBD

SITE DATA:

ACREAGE = 0.87 ACRES±
(37,815 S.F.±)

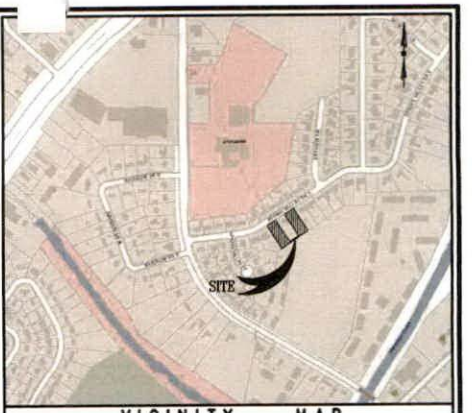
OWNERS:

A ANNE HAMNER STEWART
1 SPRING VALLEY DR S
MOBILE, AL 36693

M C & CARLA M GREEN
3 SPRING VALLEY DR S
MOBILE, AL 36693

AND SURVEYOR:

RCIL E. GODWIN, P.L.S.
GRASS CONSULTING, LLC
GT. E. I. "BOOTS" THOMAS DR.
ANISH FORT, AL 36527
(251)544-7900



VICINITY MAP

T NOTES: REQUIRED BY CITY OF MOBILE

A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984), AND THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

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.

A SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.

ALL EXISTING AND PROPOSED DETENTION FACILITIES, COMMON AREAS, AND WETLANDS SHALL BE RESPONSIBILITY OF THE PROPERTY OWNER(S), AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.

ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.

DRIVEWAY NUMBER, SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS.

NO STRUCTURES SHALL BE CONSTRUCTED IN ANY EASEMENT WITHOUT PERMISSION FROM THE EASEMENT HOLDER.

ACCEPTANCE OF OWNER:

BY: _____
GLORIA ANNE HAMNER STEWERT

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT _____ IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THIS CERTIFICATE, SHE EXECUTED THE SAME VOLUNTARILY, AND WITH FULL AUTHORITY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

ACCEPTANCE OF OWNER:

BY: _____
ADAM C GREEN

BY: _____
CARLA M GREEN

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT _____ & _____ IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THIS CERTIFICATE, HE AND SHE EXECUTED THE SAME VOLUNTARILY, AND WITH FULL AUTHORITY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

ACCEPTANCE OF MORTGAGEE (LOT 2):

BY: _____
AUTHORIZED REPRESENTATIVE

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT _____ IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THIS CERTIFICATE, THEY EXECUTED THE SAME VOLUNTARILY, AND WITH FULL AUTHORITY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

RECORD DESCRIPTIONS:

(INST 2010067829)
LOT 5 OF SPRING VALLEY SUBDIVISION, UNIT TWO, ACCORDING TO THE PLAT HEREOF RECORDED IN MAP BOOK 19, PAGE 6, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

AND

LOT 7 OF ADDITION TO SPRING VALLEY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 31, PAGE 81, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

(INST 2021010427)
LOT 3, SECOND UNIT, SPRING VALLEY, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 19, PAGE 6, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

_____ _____
ERCIL E. GODWIN, PLS DATE
ALABAMA LICENSE NUMBER 26621

N

GRAPHIC SCALE
20 0 20
(IN FEET)
1 inch = 20 ft.

LEGEND

●C.T.I.F.	CRIMPED TOP IRON FOUND
●I.P.F.	IRON PIPE FOUND
○C.R.S.	1/2" CAPPED REBAR SET "CA 1007-LS"
-o-	POWER POLE
←——	GUY WIRE
AC	AIR CONDITIONER
SSCO	SANITARY SEWER CLEAN OUT
MH	SANITARY SEWER MANHOLE
TP	TELEPHONE PEDESTAL
D	DRAINAGE MANHOLE
○FH	FIRE HYDRANT
WM	WATER METER
— — — —	SETBACK LINE
- - - - - - - -	EASEMENT LINE
——— - - ———	PROPERTY LINE

SURVEYORS NOTES:

- INFORMATION USED TO PERFORM AND PRODUCE THIS SURVEY ARE PREVIOUS SURVEYS, BY THIS FIRM OR OTHERS, DEEDS OF RECORDS AND/OR OTHER INFORMATION AS PROVIDED BY THE CLIENT. NO TITLE SEARCH, OPINION OR ABSTRACT WAS PERFORMED BY THIS FIRM OR BY OTHERS UNDER THE DIRECTION OF THIS FIRM. IN ADDITION, THERE MAY BE OTHER INSTRUMENTS OF RECORD WITHIN THE OFFICE OF THE JUDGE OF PROBATE, AS WELL AS OTHER UNRECORDED INSTRUMENTS COULD ENCUMBER AND/OR AFFECT THE BOUNDARIES OF THIS PROPERTY THAT WERE NOT FURNISHED AT THE TIME OF SURVEY.
- BASIS OF BEARING: BASED ON GRID NORTH AS DETERMINED BY RTK GPS AND REFERENCED TO NAD83, ALABAMA WEST STATE PLANE COORDINATES.
- DATE OF FIELD WORK: APRIL, 2026.
- I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION MAP COMMUNITY PANEL NO. 01097C0544L, EFFECTIVE JUNE 5, 2020, AND HAVE FOUND THAT THE DESCRIBED PROPERTY IS LOCATED IN FLOOD ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- ANY FLOOD ZONES GIVEN OR SHOWN ON THE FACE OF THIS DRAWING ARE BY ELEVATIONS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE MAPS.
- SURVEYED PROPERTY IS CURRENTLY ZONED R-1 (PER CITY OF MOBILE PLANNING DISTRICT 4).

NUMBER:	REVISION:	DATE:

AT
S 3, 5, & 7
WART

SCALE: 1" = 20'
DATE: APRIL 10, 2026
DRAWN BY: HL
CHECKED BY:
SHEET: 1 OF 1

Outlook

Carla & Adam Green (ZON-UDC-003793-2026)

[redacted]

Good morning,

We have completed our review of the above-referenced Rezoning application.

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

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

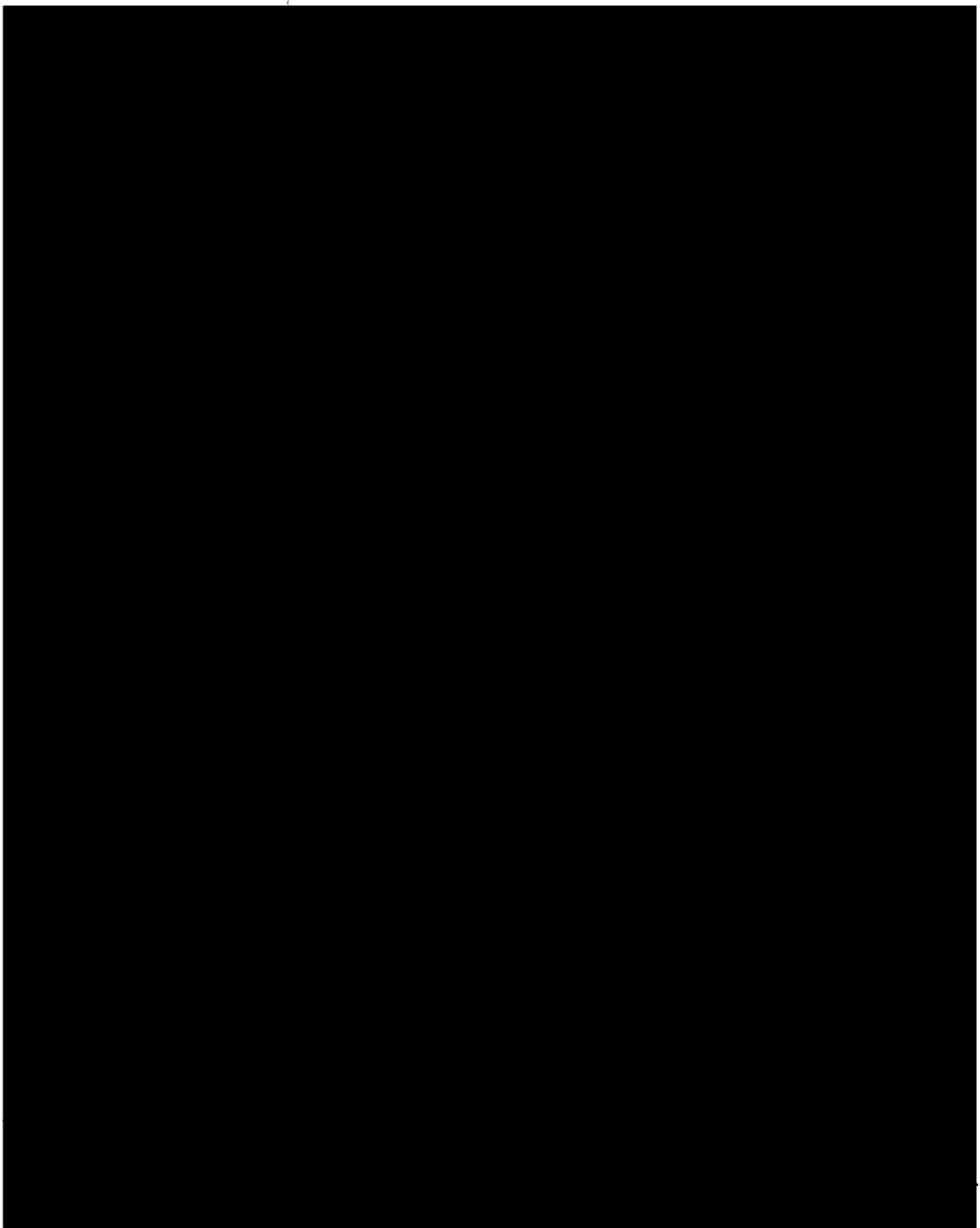
If the application fees are paid **by noon today, June 17, 2026**, the case will be scheduled for the **July 16, 2026, Planning Commission** agenda. If the deadline is not met, the application will be held until all outstanding requirements have been addressed.

IMPORTANT - PLEASE READ

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]



Planning Commission
July 16, 2026

Agenda Item # 31

SUB-003791-2026 & ZON-UDC-003793-2026

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
4213 & 4221 Spring Valley Drive South

Subdivision Name:
Resubdivision of Lots 3 & 5, Spring Valley Subdivision Unit 2, & Lot 7, Addition to Spring Valley Subdivision

Applicant / Agent:
Sawgrass Consulting, LLC

Property Owner(s):
Adam & Carla Green, and Gloria Stewart

Current Zoning:
R-1, Single-Family Residential Suburban District and R-3, Multi-Family Residential Suburban District

Future Land Use:
Low Density Residential

Neighborhood Meeting:

- A Neighborhood Meeting was not required due to the proposed rezoning to a lower zoning classification.

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record.
- Rezoning from R-1 Suburban and R-3 Suburban to R-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.

Considerations:

1. Subdivision proposal with ten (10) conditions.
2. Rezoning with three (3) conditions)

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units.

APPLICATION NUMBER 31 DATE July 16, 2026

APPLICANT Resubdivision of Lots 3 & 5, Spring Valley Subdivision Unit 2, & Lot 7 Addition to Spring Valley Subdivision

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

N

NTS

SITE HISTORY

The northern portion of the site was originally part of the 32-lot *Spring Valley Subdivision, Unit Two,* as Lots 3 and 5, the plat for which was approved by the Planning Commission in April 1969 and subsequently recorded in the Mobile County Probate Court.

Rezoning of the southern portion of the site from R-A, Residential Agricultural, to R-3, Multi-Family Residential, was adopted by the City Council on February 6, 1979. It was later part of the 15-lot *Addition to Spring Valley Subdivision*, as Lot 7, the plat for which was approved by the Planning Commission in June 1979 and subsequently recorded in the Mobile County Probate Court.

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

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a note - As shown on the 1984 aerial photo LOTS 1 AND 2 share the 9,000 sf of historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) and share the 8,000 SF credit provided to the original SF residential lot as follows: LOT 1 – 8,200 sf, LOT 2 – 8,800 sf. Stormwater detention will be required for any additional impervious area that exceeds the allowable credit for that LOT.
C. Retain the first five (5) PLAT NOTES REQUIRED BY CITY OF MOBILE.
D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at [redacted] prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and

Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Mobile County and Traffic Engineering and conform to AASHTO standards.

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

Subdivision

The purpose of this subdivision request is to create two (2) legal lots of record from three (3) existing legal lots of record. The site is served by public water and sanitary sewer.

The proposed lots have frontage on Spring Valley Drive South, a minor street with curb and gutter improvements requiring a 50-foot-wide right-of-way. The preliminary plat depicts sufficient right-of-way, making additional dedication unnecessary.

The proposed lots exceed the minimum lot area requirements of Article 2, Sections 64-2-5.E. and 64-2-7.E. of the Unified Development Code (UDC) for properties served by public water and sanitary sewer. The preliminary plat properly identifies the area of each lot in both square feet and acres. If approved, this information should be retained on the Final Plat; alternatively, a table providing the same information may be provided.

The proposed lots also exceed the minimum lot width requirements of Section 6.C.2.(b)(2) of the Subdivision Regulations for residential lots within the Suburban sub-district.

A 30-foot front yard setback is depicted along Spring Valley Drive South; however, only a 25-foot front yard setback is required in the R-1, Single-Family Residential Suburban, and R-3, Multi-Family Residential Suburban Districts. Accordingly, the Final Plat must depict a front yard setback of at least 25 feet, in compliance with Section 6.C.8. of the Subdivision Regulations and the dimensional standards of Article 2, Section 64-2-5.E. of the UDC.

The preliminary plat illustrates existing single-family dwellings on each proposed lot. Existing structures are not required to be shown on a subdivision plat unless needed to demonstrate compliance with the setback requirements of the underlying zoning district. As illustrated, the existing structures comply with the applicable setbacks; therefore, their depiction on the Final Plat is unnecessary.

Multiple drainage and utility easements are depicted on the preliminary plat. As such, if approved, a note should be placed on the Final Plat stating no structures shall be permitted in any easement without permission from the easement holder.

As submitted, approval of the subdivision would result in the proposed lots being split-zoned between R-1 (Single-Family Residential Suburban District) and R-3 (Multi-Family Residential Suburban District). Therefore, approval of the subdivision should be contingent upon approval of the associated rezoning application.

Rezoning

As previously noted, approval of the subdivision request would result in the proposed lots being split-zoned R-1 and R-3. The applicant is requesting rezoning of the proposed lots to R-1 to resolve the potential split zoning.

The applicant's narrative and justification for the rezoning request can be viewed via the link provided on Page 1 of this report.

A Neighborhood Meeting was not required due to the request for rezoning to a lower zoning classification. Article 5 of the Unified Development Code (UDC) requires Neighborhood Meetings for requests to rezone property to a higher zoning classification.

The site is surrounded by single-family residentially zoned properties and uses, the exception being multi-family developments within the properties zoned R-3 to the east.

The site plan submitted with the rezoning application depicts the existing single-family dwellings on the proposed lots.

The Unified Development Code (UDC) and corresponding zoning map are based on long-range comprehensive planning studies intended to promote orderly and desirable development. Unsubstantiated or inconsistent amendments to the UDC may undermine this purpose. Therefore, rezoning requests are evaluated according to the following criteria:

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

In this case, the proposed rezoning appears justified to eliminate the split-zoning condition that would result from the subdivision request and to better align the zoning classification with the longstanding use of the respective properties.

If approved, the rezoning should be completed prior to signing the Final Plat associated with the subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the existing 50-foot-wide right-of-way along Spring Valley Drive South on the Final Plat;
2. Retention of the lot area in both square feet and acres, or provision of a table on the Final Plat providing the same information;
3. Retention of at least a 25-foot front yard setback along Spring Valley Drive South on the Final Plat, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2, Section 64-2-5.E. of the Unified Development Code;
4. Revision of the Final Plat to remove or omit the depiction of the existing structures, as their illustration is not necessary to demonstrate compliance with the applicable setback requirements
5. Provision of a note on the Final Plat stating no structures shall be permitted in any easement without permission from the easement holder;
6. Completion of the Rezoning process prior to signing the Final Plat;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

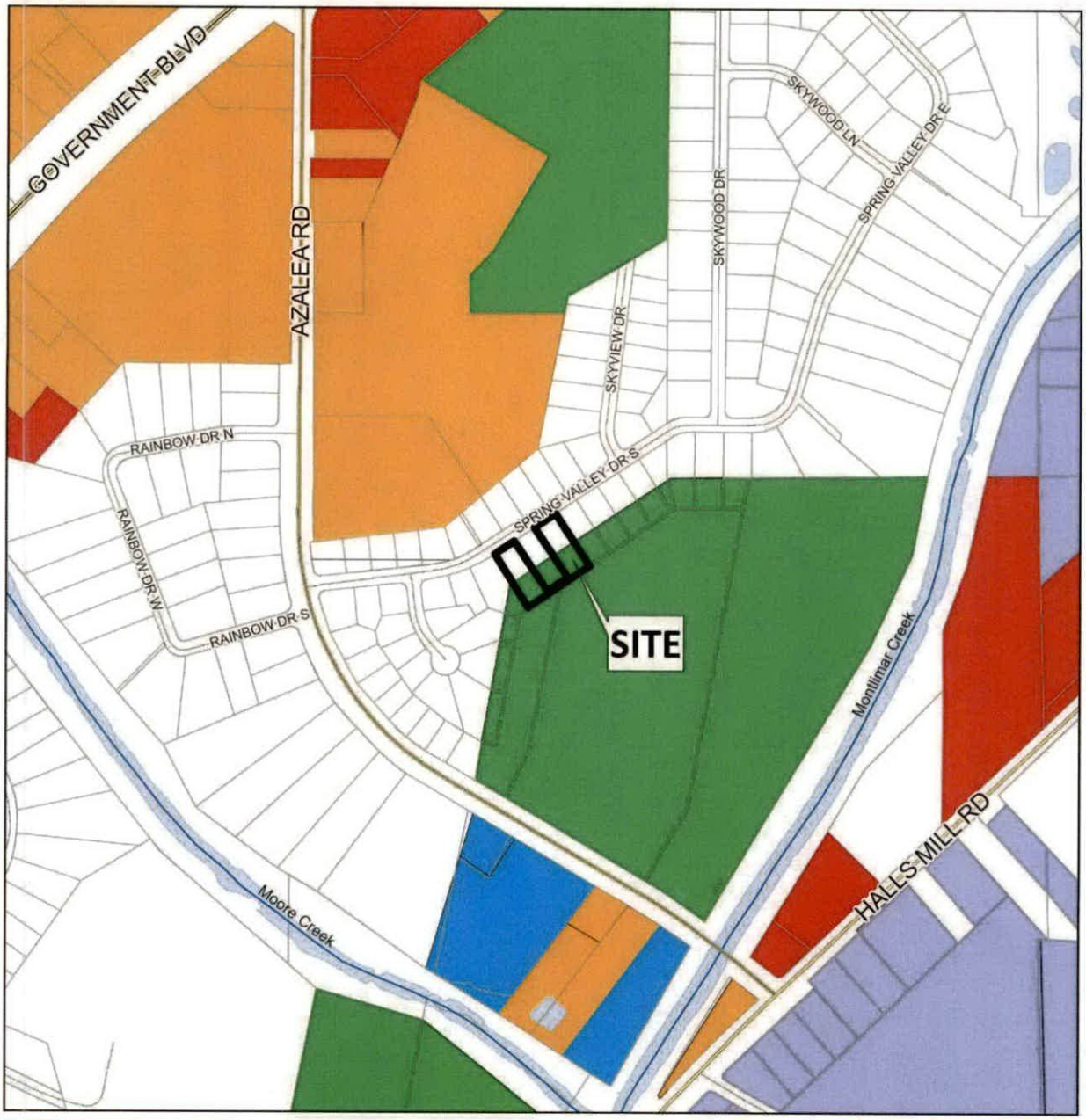
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 31 DATE July 16, 2026

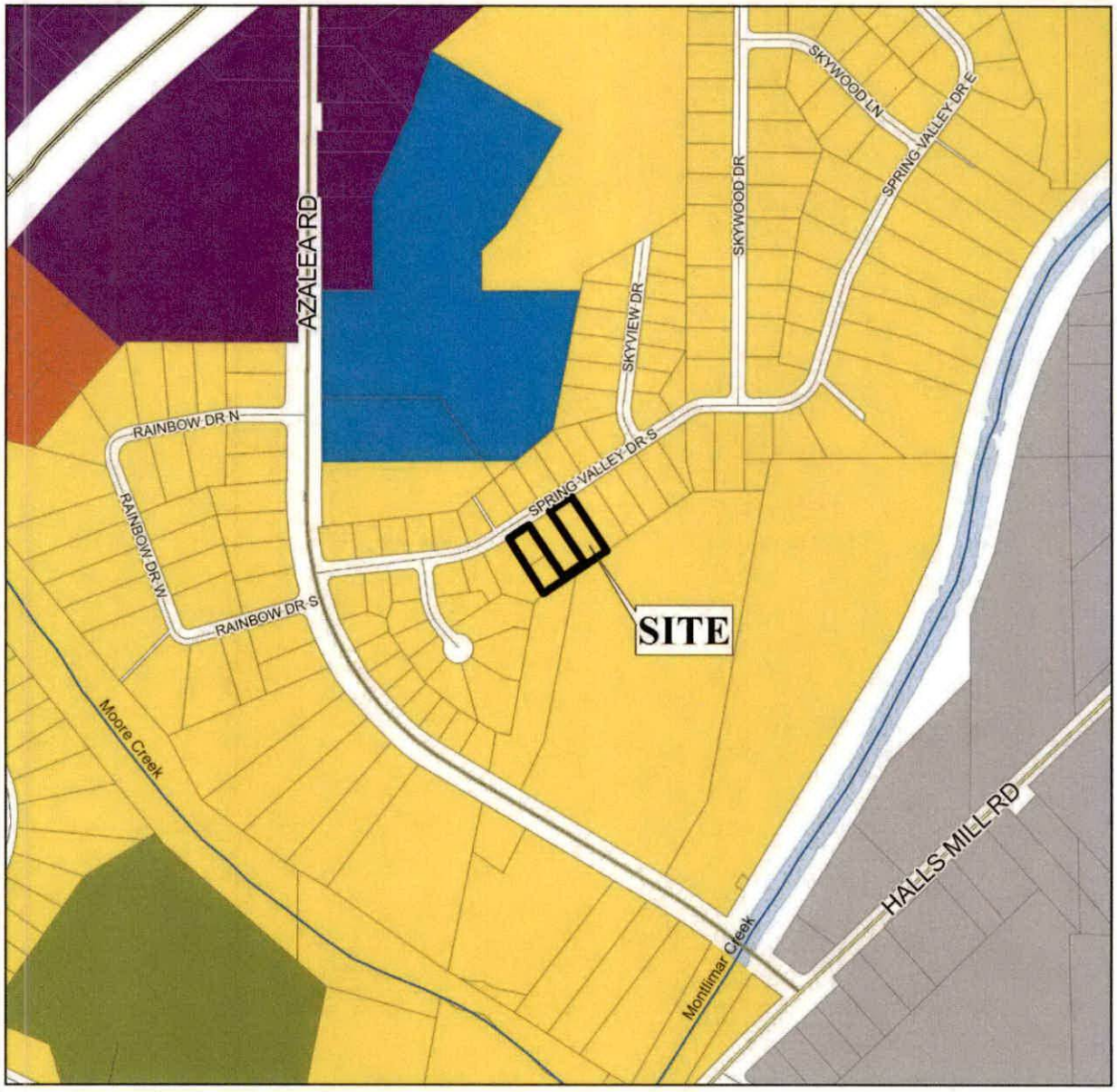
APPLICANT Resubdivision of Lots 3 & 5, Spring Valley Subdivision Unit 2, & Lot 7 Addition to Spring Valley Subdivision

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 31 DATE July 16, 2026

APPLICANT Resubdivision of Lots 3 & 5, Spring Valley Subdivision Unit 2, & Lot 7 Addition to Spring Valley Subdivision

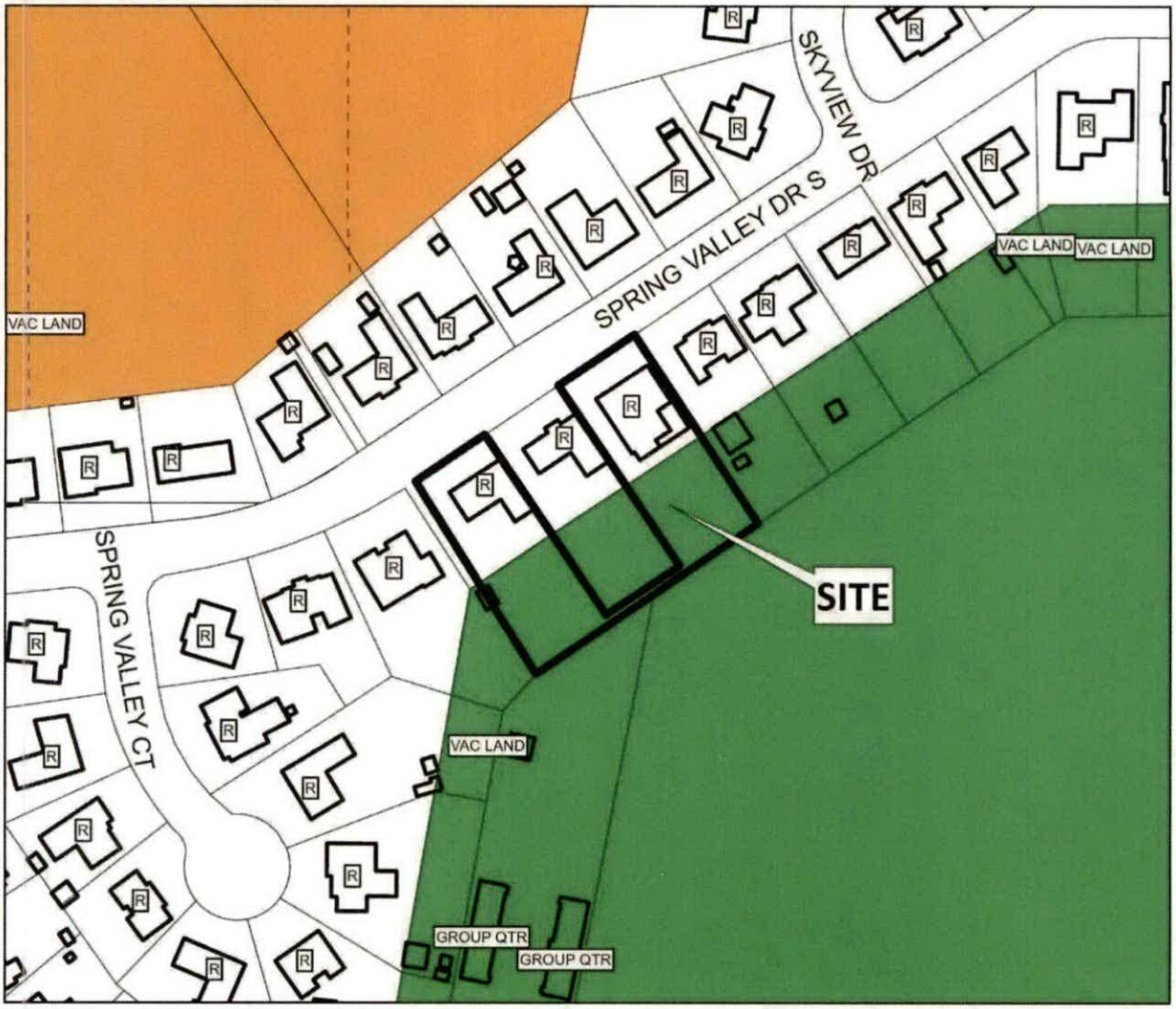
REQUEST Subdivision, Rezoning from R-1 and R-3 to R-1

- 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.

APPLICATION NUMBER 31 DATE July 16, 2026

APPLICANT Resubdivision of Lots 3 & 5, Spring Valley Subdivision Unit 2, & Lot 7 Addition to Spring Valley Subdivision

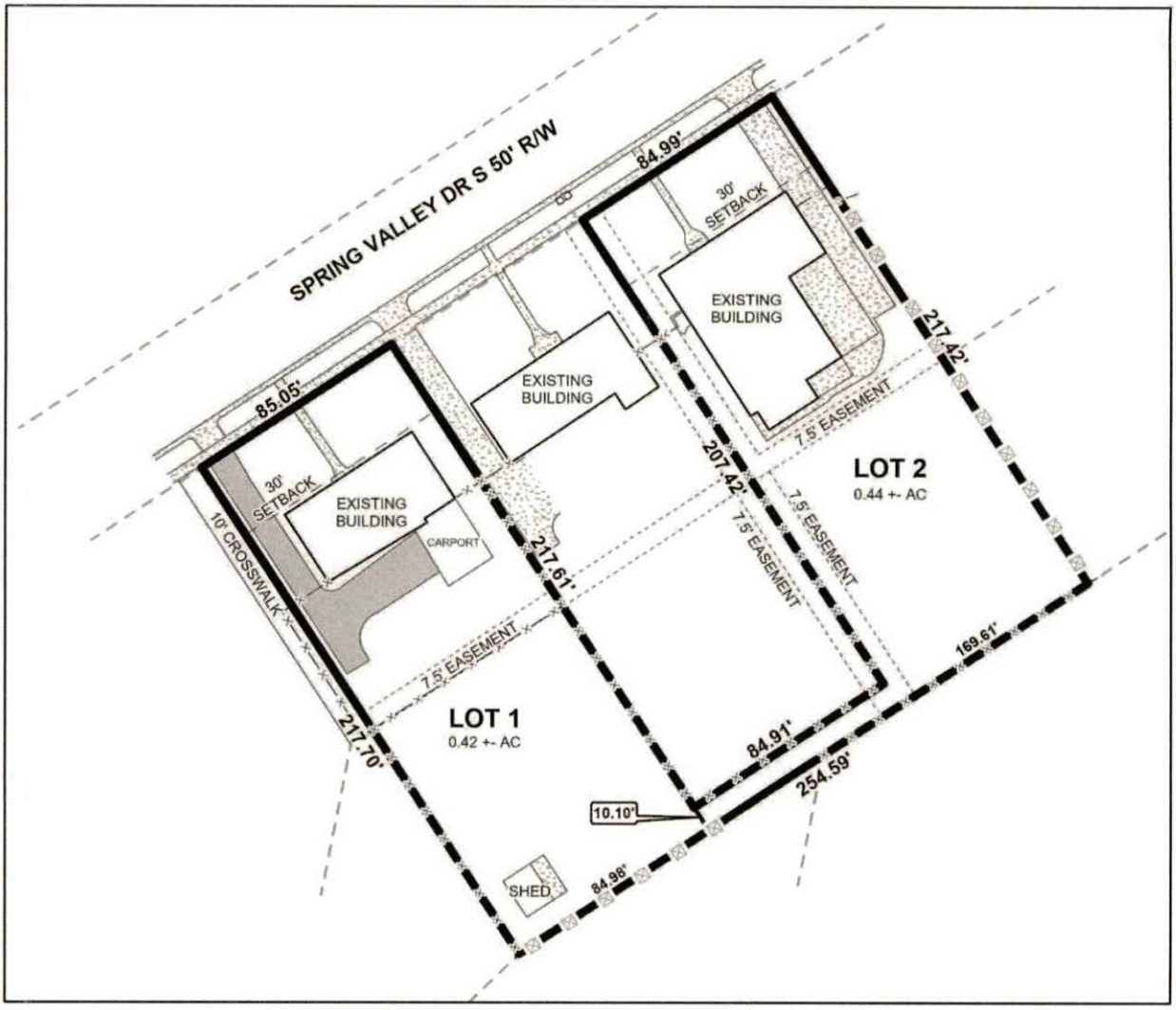
REQUEST Subdivision, Rezoning from R-1 and R-3 to R-1

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

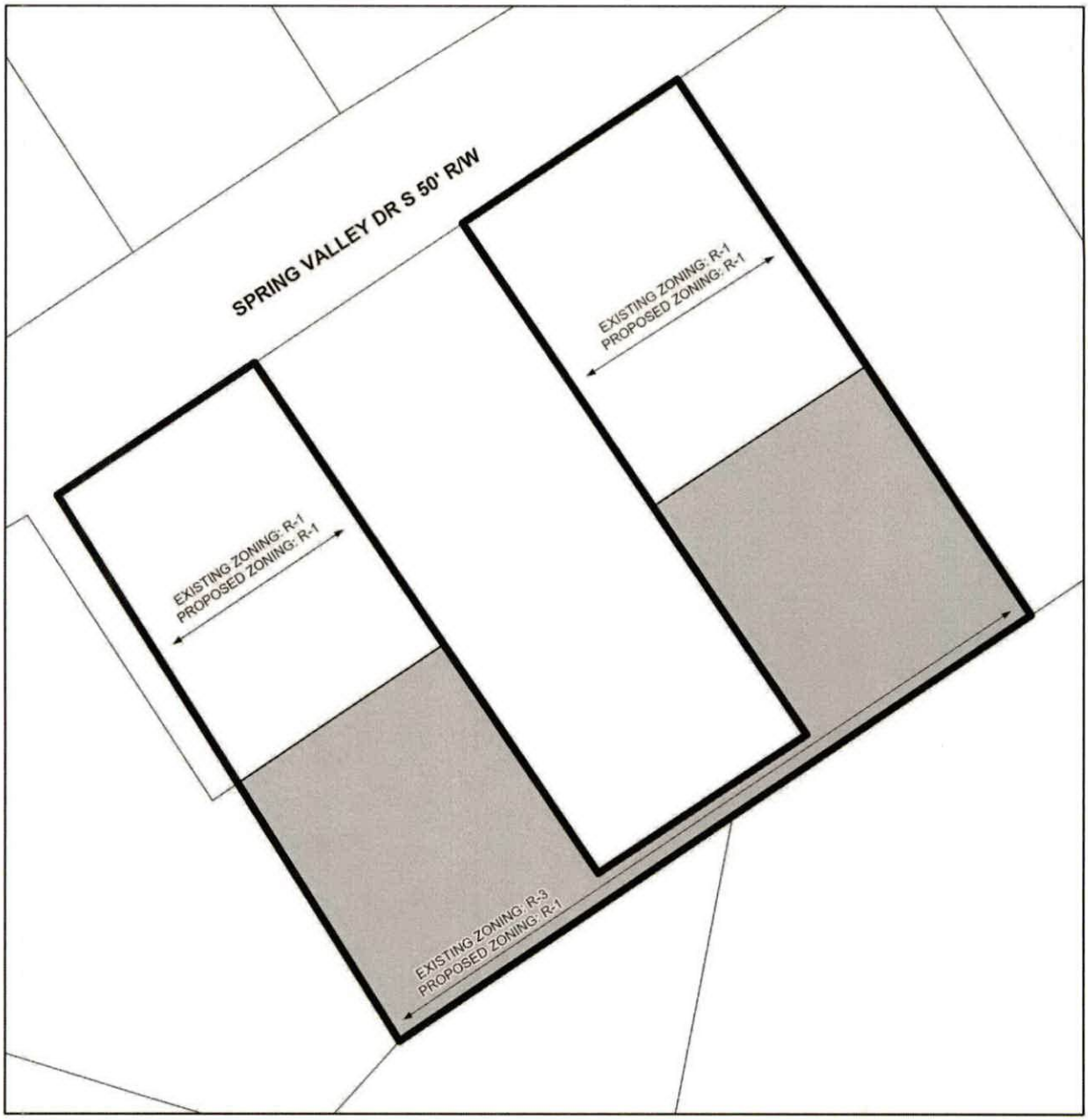
SITE PLAN



The site plan illustrates existing structures, setbacks, drives, and easements.

APPLICATION NUMBER 31 DATE July 16, 2026	N
APPLICANT Resubdivision of Lots 3 & 5, Spring Valley Subdivision Unit 2, & Lot 7 Addition to Spring Valley Subdivision	
REQUEST Subdivision, Rezoning from R-1 and R-3 to R-1	NTS

DETAIL SITE PLAN



APPLICATION NUMBER 31 DATE July 16, 2026

APPLICANT Resubdivision of Lots 3 & 5, Spring Valley Subdivision Unit 2, & Lot 7 Addition to Spring Valley Subdivision

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

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Character Example

Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home

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 NW Corner of
Bear Fork Road and Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 4, 2026**, a public hearing will be held on the **8th** day of **September**, 2026 at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the NW corner of Bear Fork Road and Moffett Road from R-1, Single-Family Residential Suburban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT 2, MOFFETT - BEAR FORK SUBDIVISION AS RECORDED IN MAP BOOK 83 PAGE 41, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, until all of the conditions have been complied with: 1. Provision of a revised site plan at the time of submission for development permits showing compliance with the development standards of Article 3 of the Unified Development Code; 2. Compliance with all Engineering, Traffic

Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 8th day of September, 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 12th day of August, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile located at the **Northwest corner of Bear Fork Road and Moffett Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: 1. Provision of a revised site plan at the time of submission for development permits showing compliance with the development standards of Article 3 of the Unified Development Code; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

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

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 2, MOFFETT - BEAR FORK SUBDIVISION AS RECORDED IN MAP BOOK 83 PAGE 41, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed **from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3,** until all of the conditions have been complied with: 1. Provision of a revised site plan at the time of submission for development permits showing compliance with the development standards of Article 3 of the Unified Development Code; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Byrd Surveying, Inc.
Michael D. Andress, Buildings, Trailers & More, LLC
Northwest corner of Bear Fork Road and Moffett Road
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 28, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **July 16, 2026**, considered the request of **Byrd Surveying, Inc.,** for a change in zoning **from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3),** for the property located at the **Northwest corner of Bear Fork Road and Moffett Road**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 22, 2026

Kari Givens
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: Northwest corner of Bear Fork Road and Moffett Road
ZON-UDC-003790-2026
Byrd Surveying, Inc.
District 7
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3)

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

At its meeting on July 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 **Community Business Suburban District (B-3)**:

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

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

1. Provision of a revised site plan at the time of submission for development permits showing compliance with the development standards of Article 3 of the Unified Development Code;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description and is **$356.06.** 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

dotloop signature verification: dtlp.us/XZkj-mXsg-oAvf

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:		

[redacted]

dotloop signature verification: dtlp.us/xZkJ-mXsg-oAvf

	Owner	Design Professional
Name:	MICHAEL D. ANDRESS	
Firm:	BUILDINGS, TRAILERS & MORE, LLC	
Phone:	[redacted]	
Email:		
Address:		

2. PROPERTY [redacted] property location, parcel number, and legal description.

MOFFETT ROAD
Property Address

12.64 ACRES
Property Area (acres or square feet)

KEY #02850202
Parcel Number(s) or Key Number(s)

R-1 SUBURBAN
Present Zoning or Transect District

B-3 SUBURBAN
Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Michael Andress - Owner/Mgr
dotloop verified 06/15/26 11:01 AM CDT JJU7-VDOI-DXK6-POMO
Owner Signature

06/15/2026
Date

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

6/4/26
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

6/4/26
Date

[redacted]

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

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
THIS PROPOSAL WILL BE ADJACENT TO EXISTING B-3 BUSINESS WHICH WILL DEVELOP A "CENTER" AS STATED UNDER SUBURBAN CORRIDOR IN THE MAP FOR MOBILE. FURTHER, THE FLUM ALLOWS FOR MIXED COMMERCIAL ALONG THE CORRIDOR.

MIXED COMMERCIAL CORRIDOR
Future Land Use Map (FLUM) Designation

B-3 SUBURBAN
Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
THIS PROPOSAL WILL OFFER THE OPPORTUNITY TO PURCHASE NEW, SAFE HOUSING AND MOVE AWAY FROM OLDER, INADEQUATE HOUSING.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
THERE HAVE BEEN COMPARABLE DEVELOPMENTS IN THIS AREA IN THE PREVIOUS 10 YEARS.

[redacted]

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

1. Describe the current development trends in the area of the property.
   THE OTHER BUSINESSES IN THIS AREA ARE COMPARABLE TO THIS PROPOSAL.

2. Describe the surrounding land uses.
   VACANT LAND, RESIDENCE, CHURCH, RESIDENCE, MINI WAREHOUSES, BUILDING MATERIAL SALES, CAMPER SALES.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THERE SHOULD BE NO ADVERSE IMPACT TO THE NEIGHBORS.

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

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 MOBILE HOME SALES WILL OFFER THE PUBLIC THE OPPORTUNITY TO PURCHASE AFFORDABLE HOUSING.

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

[redacted]

dotloop signature verification: dtlp.us/XZkJ-mXsg-oAxf

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, MICHAEL D. ANDRESS, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of BUILDINGS, TRAILERS & MORE, LLC, a corporation for the property located within the city limits of Mobile, Alabama at MOFFETT ROAD - TAX KEY #02960202.

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

BYRD SURVEYING
Designee (1)

[redacted]

Designee (2)

Email

Phone Number

06/15/2026
Date

[redacted]

Outlook

Byrd Surveying, Inc. (ZON-UDC-003790-2026)

[redacted]

Good morning,

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

An invoice for the application fees has been issued. Upon receipt of payment, the application will be scheduled for 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 **no later than 4:30 p.m. on Wednesday, July 1, 2026**.

To date, photographs documenting the required meeting signs have been received along with a copy of the letter advertising the Neighborhood Meeting; however, the date stamp shown on the photographs indicates the signs were posted less than ten (10) calendar days prior to the scheduled Neighborhood Meeting. If additional photographs can be provided demonstrating that the signs were posted at least ten (10) calendar days before the meeting, those photographs may satisfy this requirement.

Based on the information currently available, you may wish to consider one of the following options:

1. Proceed with scheduling the application for the **July 16, 2026, Planning Commission meeting**, with the understanding that the application will be held over if compliant Neighborhood Meeting documentation is not received by the required deadline; or
2. Request that the application be processed for a later Planning Commission meeting date to allow sufficient time for a new Neighborhood Meeting to be conducted and documented in accordance with the Unified Development Code requirements.

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 Aamoth** has been copied on this email.

If the application fees are paid **by noon on June 17, 2026**, the application will be scheduled for the **July 16, 2026, Planning Commission agenda**. Please note, however, that the application will be held over if the required Neighborhood Meeting documentation is not received by the deadline stated above.

IMPORTANT

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

Important: If compliant Neighborhood Meeting documentation is not received by **July 1, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not satisfy the applicable notice and timing requirements.

If you elect to delay processing of the rezoning application, please let us know. The concurrent subdivision application may continue to move forward, as approval of that application is not contingent upon approval of the rezoning request.

If you have any questions or need additional clarification, please do not hesitate to contact us.

Thank You,

Logan Anderson
Principal Planner II
[redacted]

-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY
ANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF
5070) AND MUST COMPLY WITH THE CITY OF MOBILE
ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).

SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY
CTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE,
S AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND
TED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE

WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR
CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD
N MANAGEMENT PLAN (1984); AND THE RULES FOR EROSION
NOFF CONTROL.

LL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED.
Y PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A
OTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS
IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING
CERTIFICATE OF OCCUPANCY.

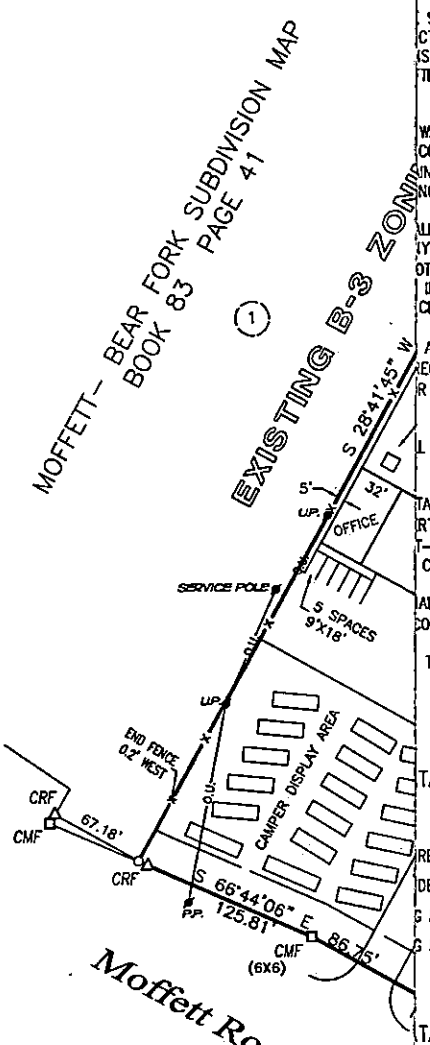
AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF,
EQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE
R ACQUIRING ALL OF THE NECESSARY PERMITS AND

L ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY

TATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION
RTIES (STATE ACT 2015-116 AND CITY CODE CHAPTERS 57
T-OF-WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE
COMMERCIAL SITE WILL REQUIRE A TREE REMOVAL PERMIT.

ALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE
CODE).

THE CONSTRUCTION PLANS.



TA : LOT A

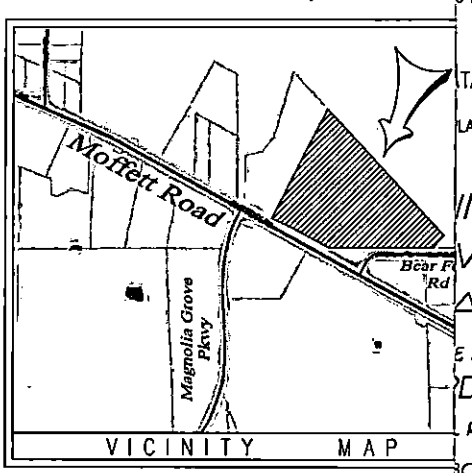
	=	223,373 S.F
RED (15%)	=	33,506 S.F
DED	=	159,202 S.F
G REQUIRED (60% OF 15%)	=	20,104 S.F
G PROVIDED	=	29,421 S.F

TA : LOT B

	=	223,227 S.F
RED (15%)	=	33,484 S.F
DED	=	189,793 S.F
G REQUIRED (60% OF 15%)	=	20,090 S.F
G PROVIDED	=	34,070 S.F

TA : LOT C

LANNED AT THIS TIME.



ING R-1 TO B-3
VISION OF LOT 2,
AR FORK SUBDIVISON

E ASSOCIATES OF MOBILE, D.B.A.
D SURVEYING

ROAD MOBILE , ALABAMA
BYRD•BYRDSURVEYING.BIZ
30' JUNE 15, 2026

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 6/23/2026

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):

REZONING

Neighborhood Meeting Date: JUNE 22, 2026

Neighborhood Meeting Time: 5:00 PM

Neighborhood Meeting Location: REFUGE CHURCH
6159 MOFFETT 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: MICHAEL ANDRESS / GERALD D BYRD
(First Name & Last Name)

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

X _____ Date: 6/23/2026

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

Neighborhood Meeting Checklist:

✓ Neighborhood meeting scheduled not more than 60 days, and not less than 21 days, before the Planning Commission meeting date.

✓ Sign(s) posted on the subject property not more than 30 days, and not less than 10 days, before the Neighborhood Meeting.

✓ Notices advertising the Neighborhood Meeting prepared and mailed to all property owners within 300 feet of the subject property, the Planning and Zoning Department, and the applicable City Council representative no less than 15 days before the meeting.

✓ Neighborhood Meeting held.

✓ All required Neighborhood Meeting documentation gathered and signed by the applicant/agent:

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

✓ Sign(s) removed from the subject property within three (3) working days after the Neighborhood Meeting.

___ All required meeting documentation submitted to the Planning and Zoning Department not less than 15 days before the Planning Commission meeting date.

Neighborhood Meeting

Date: 6/22/2026

Time: 5:00 PM

Location of Neighborhood Meeting: Refuge Church

Project Location: Northeast Corner Moffett Rd & Bear Fork Road

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:** 6/23/2026

Please Sign In:

[redacted]

Neighborhood Meeting Summary

Meeting Date: 6/22/2026

Meeting Time: 5:00 PM

Meeting Location: REFUGE Church
6159 MOFFETT ROAD

Below is a summary of the proposed project presented at the Neighborhood Meeting:
I PRESENTED THE SITE PLAN WITH the PROPOSED USE OF EACH LOT. RV SALES AND MAINTENANCE ON LOT A AND MOBILE HOME SALES ON LOT B. NO PLANS to DEVELOP LOT C AT THIS TIME

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):
CYNTHIA BURD IS THE REALTOR FOR the OWNER of PROPERTY PROPOSED to BE REZONED.
TISA STEINER IS THE ONLY NEIGHBER THAT ATTENDED the MEETING.
WE DISCUSSED THE PROPOSED USES of THE PROPERTIES AND MRS STEINER VOICED HER OPPOSITION TO the MOBILE HOME SALES ACROSS MOFFETT ROAD FROM HER HOUSE. SHE ALSO RECONIZES THAT IF SHE SOLD

Neighborhood Meeting Summary

Date: 6/22/2026

Applicant: GERALD D BYRD

Meeting Location: REFUGE Church

Application:

(Meeting summary, continued)

HER HOUSE AND PROPERTY, A COMMERCIAL ZONING WOULD BRING A HIGHER SALES PRICE.

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

The Neighborhood Meeting ended at the following time: 6:02 PM

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

X Gerald Byrd Date: 6/23/2026

Neighborhood Meeting
for Zoning Change
June 22, 2026 5:00 pm
Refuge Church 251-476-5010
6159 Moffett Road
06 10 2026

Neighborhood Meeting
for Zoning Change
June 22, 2026 5:00 pm
Refuge Church 251-476-5010
6159 Moffett Road
06 10 2026

Neighborhood Meeting
for Zoning Change
June 22, 2026 5:00 pm
Refuge Church 251-476-5010
6159 Moffett Road
06 10 2026

Byrd Surveying

[redacted]

Dear Neighbor,

The owner of the property at the corner of Moffett Road and Bear Fork Road is submitting a rezoning application to the City of Mobile to allow mobile home sales and recreation vehicle sales, maintenance, and repair.

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

Meeting location: Refuge Church at 6159 Moffett Road
Date: June 22, 2026
Time: 5:00 p.m.

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

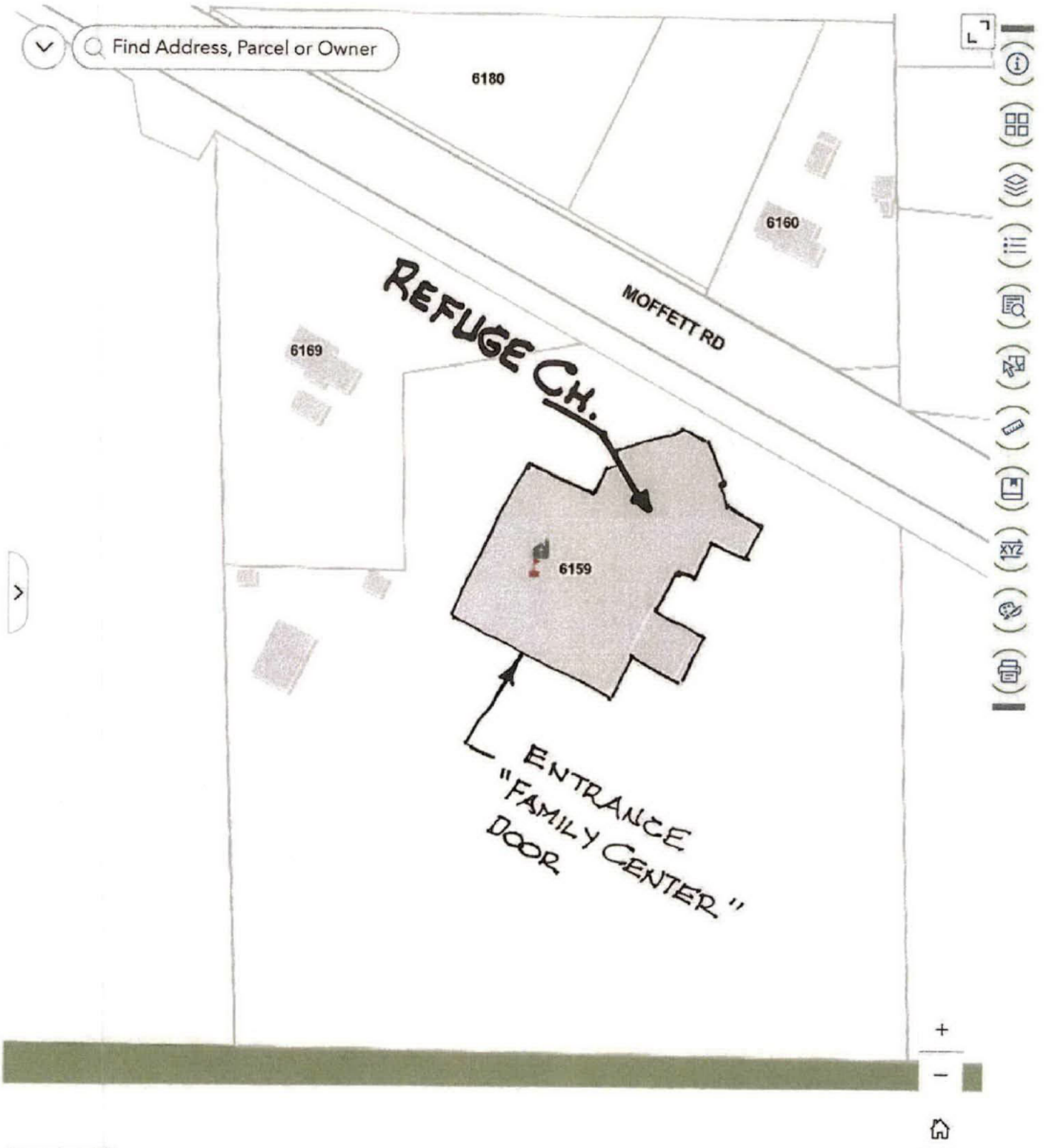
Sincerely,

Gerald D. Byrd
GDB/kpg

City Map

City of Mobile GIS

City of Mobile GIS Hub



Produced by the City of Mobile GIS Department • Updated May

City of Mobile Home

[redacted]

Agenda Item # 33

SUB-003789-2026 & ZON-UDC-003790-2026

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
Northwest corner of Bear Fork Road and Moffett Road

Subdivision Name:
Moffett-Bear Fork Subdivision

Applicant / Agent:
Byrd Surveying, Inc.

Property Owner:
Michael D. Andress (Buildings, Trailers & More, LLC)

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

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Low Density Residential

Neighborhood Meeting:

- A Neighborhood Meeting was required due to the proposed rezoning to a higher zoning classification.
- The meeting was held on June 22, 2026, at 5:00 p.m. at 6159 Moffett Road.

Applicable Codes, Policies, and Plans:

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

Proposal:

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

Considerations:

1. Subdivision proposal with eight (8) conditions.
2. Rezoning with three (3) conditions)

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 33 DATE July 16, 2026

APPLICANT Moffett-Bear Fork Subdivision, Resubdivision of Lot 2

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

N

NTS

SITE HISTORY

The subject site was made a legal lot of record via Moffett – Bear Fork Subdivision, a two (2)-lot subdivision, approved by the Planning Commission and recorded in July 1999, when the site was within the Planning Jurisdiction.

The site was annexed into the City of Mobile in July 2023 and assigned its current R-1, Single-Family Residential Suburban zoning classification.

There are no previous Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a note - As shown on the 1984 aerial photo LOTS A, B, and C will share the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) and share the 4,000 SF credit provided to the original SF residential lot as follows: LOT A – NONE, LOT B – 4,000 sf, and LOT C – NONE. Stormwater detention will be required for any additional impervious area that exceeds the allowable credit for that LOT.
C. Retain NOTES 1 - 5.
D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review a[redacted]or to obtaining any signatures. No signatures are required on [redacted]

Rezoning

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land

and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

Subdivision

The purpose of this subdivision request is to create three (3) legal lots of record from one (1) existing legal lot of record. The site is served by public water and on-site septic system.

Proposed Lot A fronts Moffett Road, a Principle Arterial Street requiring a 100-foot-wide right-of-way at this location. The preliminary plat indicates a current right-of-way width along proposed Lot A varying from 104.93 feet to approximately 88 feet. As the current 100-foot right-of-way width requirement is the same as was required at the time of the approval of Moffett – Bear Fork Subdivision, and no dedication was required with that approval to provide 100 feet, no dedication should be required in this case.

Proposed Lot B fronts both Moffett Road and Bear Fork Road. As the portion fronting Moffett Road is indicated to have a right-of-way width of just over 104 feet, no dedication would be required along Moffett Road. Bear Fork Road is a Minor Arterial Street with a planned and current right-of-way width of 80 feet. Therefore, no dedication would be required along Bear Fork Road. As proposed Lot C also fronts Bear Fork Road, no dedication would be required along Bear Fork Road. As on the preliminary plat, the right-of-way widths of Moffett Road and Bear Fork Road should be retained on the Final Plat, if approved.

The preliminary plat illustrates a 25-foot minimum building setback line along both street frontages, and this should be retained on the Final Plat, if approved.

All lots meet the minimum lot sizes of Section 6.C.2.(a)(1)a of the Subdivision Regulations for sites served by public water and individual septic services, and the lot size labels in both square feet and acres should be retained on the Final Plat, if approved, or a table should be furnished on the Final Plat providing the same information.

Proposed Lot C exceeds the maximum depth standards of Section 6.C.3. of the Subdivision Regulations and would require a waiver of that section, if approved.

Rezoning

The subject site is vacant and does not appear to have ever been developed. The applicant is requesting rezoning of all three (3) of the proposed lots from R-1, Single-Family Residential Suburban District, to B-3, Community Business Suburban District. Proposed Lot A would be used for camper sales and service, and proposed Lot B would be used for mobile home sales. Both uses are permitted within the B-3 zoning district. No development plan is yet proposed for Lot C.

The applicant's narrative and justification for the rezoning request can be viewed via the link provided on Page 1 of this report.

In support of the application, the applicant states that the proposed development will be adjacent to existing B-3 uses which will develop a Neighborhood Center as described under Suburban Corridor land use designation in the Map for Mobile. It is further stated that the Future Land Use Map (FLUM) allows for mixed commercial uses along the corridor. However, the applicant mistook the subject site's current Low Density Residential FLUM designation for the Mixed Commercial Corridor designation of the developed adjacent site, which is also owned by the subject site's owner.

The applicant also states there have been comparable developments in the area over the past ten (10) years as justification for the rezoning.

A Neighborhood Meeting was conducted in accordance with Article 5, Section 64-5-4 of the Unified Development Code due to the request for rezoning to a higher zoning classification. The meeting was properly advertised, and notice of the date, time, and location was mailed to all property owners within 300 feet of the subject site. The meeting was held on June 22, 2026, at 5:00 p.m. at 6159 Moffett Road. According to the sign-in sheet provided by the applicant, two (2) members of the public attended. The meeting remained open until 6:02 p.m., satisfying the requirement that Neighborhood Meetings be scheduled for a minimum of one (1) hour. The applicant submitted all required Neighborhood Meeting documentation within the prescribed timeframe prior to the Planning Commission meeting and executed the required checklist attesting to the accuracy and completeness of the information provided.

The site is surrounded by a mix of commercial and residential development. The property to the East and North is vacant R-1; adjacent to the West is B-3, used by the applicant for sales of campers. Properties to the South across Moffett Road are zoned R-1 and used for single-family dwellings, and vacant land associated with the City of Mobile's Millers Park. To the South across Bear Fork Road is vacant B-2 Neighborhood Business Suburban District zoning.

The site plan submitted with the rezoning application depicts the proposed camper sales on Lot A, and the proposed mobile home sales on Lot B. Parking areas are indicated on each lot, but no parking calculations are provided. A dumpster is indicated for each lot, but the dumpster for Lot B is indicated to be in the front yard of the site. Section 64-3-13 A.2. of the UDC specifically states that dumpsters are not to be placed in a front yard. Therefore, the site plan should be revised to relocate the dumpster to a compliant location on the site.

The site plan does not indicate a public sidewalk along the street frontages or pedestrian connections for the main building entrances. The site plan should be revised to provide a public sidewalk and pedestrian connections, or a Sidewalk Waiver must be granted by the Planning Commission. Compliant landscaping calculations are provided, but no tree planting calculations are provided. If the Rezoning is approved, it should be subject to the provision of a revised site plan at the time of submission for development permits showing compliance with the development standards of Article 3 of the Unified Development Code.

The Unified Development Code (UDC) and corresponding zoning map are based on long-range comprehensive planning studies intended to promote orderly and desirable development. Unsubstantiated or inconsistent amendments to the UDC may undermine this purpose. Therefore, rezoning requests are evaluated according to the following criteria:

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

The applicant has not identified which of these criteria would support approval of the request.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities

and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, a waiver of Section 6.C.3. of the Subdivision Regulations will be required (for width-to-depth ratio), and , the following conditions could apply:

1. Retention of the right-of-way widths of Moffett Road and Bear Fork Road on the Final Plat;
2. Retention of the 25-foot minimum building setback line along both street frontages on the Final Plat;
3. 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;
4. Completion of the Rezoning process prior to signing the Final Plat;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.

- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

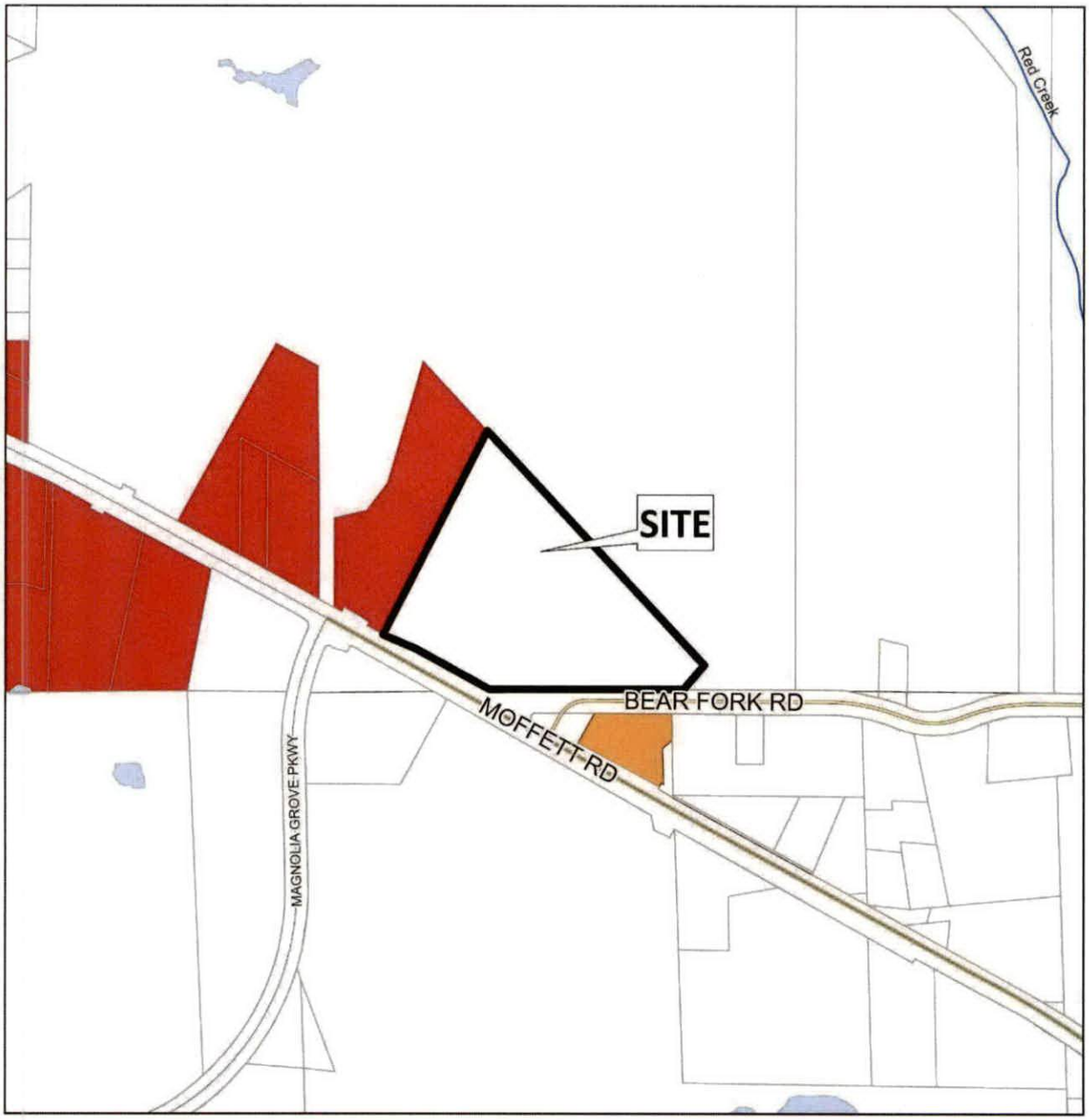
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Provision of a revised site plan at the time of submission for development permits showing compliance with the development standards of Article 3 of the Unified Development Code;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 33 DATE July 16, 2026

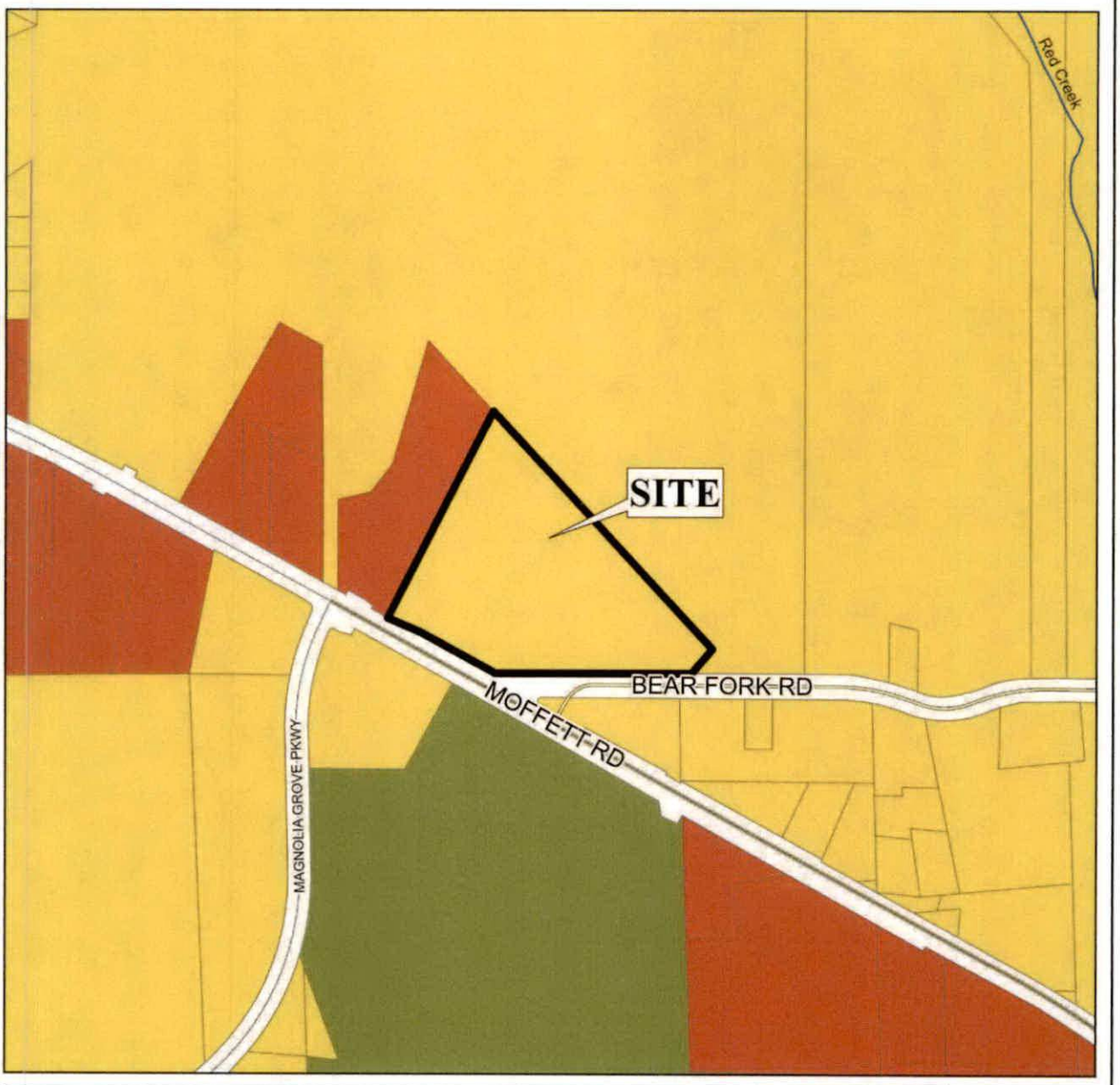
APPLICANT Moffett-Bear Fork Subdivision, Resubdivision of Lot 2

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 33 DATE July 16, 2026

APPLICANT Moffett-Bear Fork Subdivision, Resubdivision of Lot 2

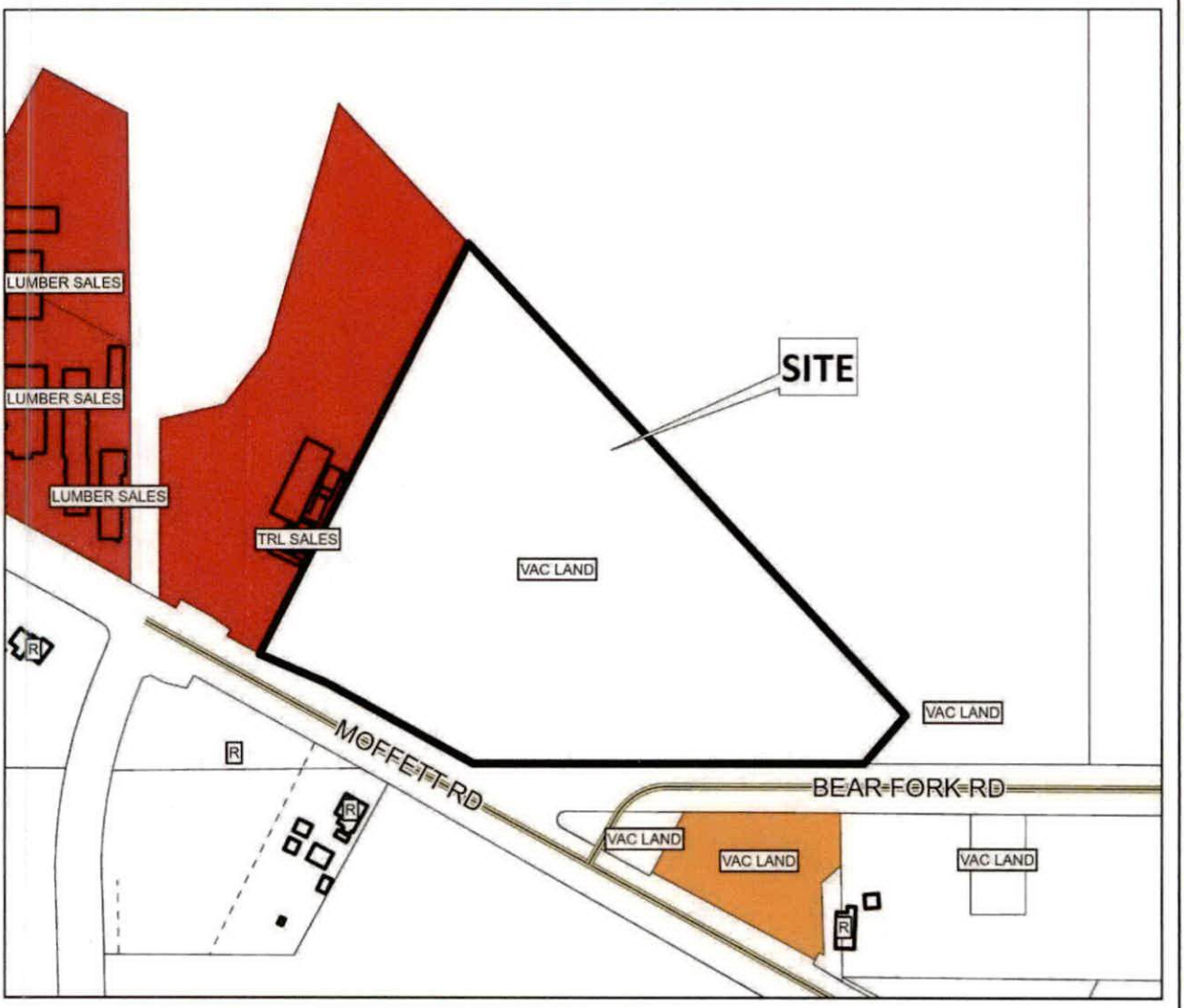
REQUEST Subdivision, Rezoning from R-1 to B-3

- 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 33 DATE July 16, 2026

APPLICANT

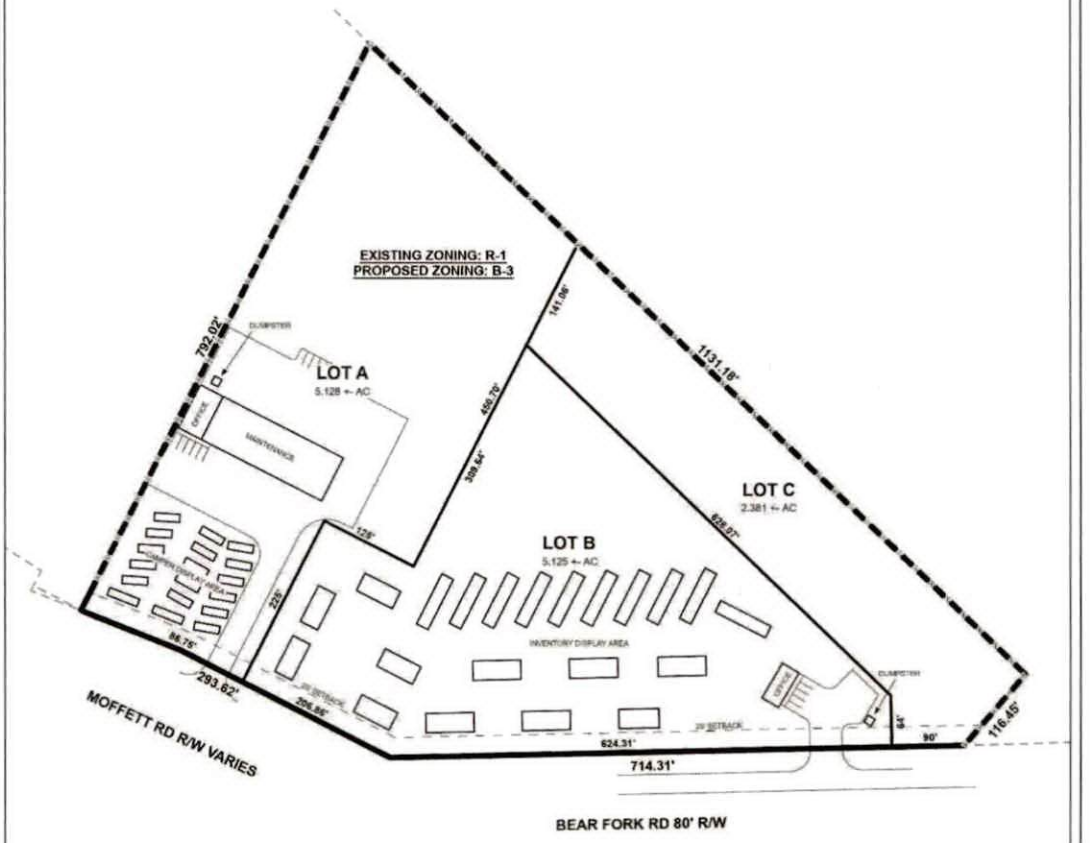
REQUEST Subdivision, Rezoning from R-1 to B-3

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 zoning, lots, proposed buildings, and setbacks.

APPLICATION NUMBER	33	DATE	July 16, 2026
APPLICANT	Moffett-Bear Fork Subdivision, Resubdivision of Lot 2		
REQUEST	Subdivision, 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)	■					○								■	■	■		○											

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to residential neighborhoods found mostly west of I-65 or immediately adjacent to the east side of I-65. These areas are primarily single family residential, but may contain small-scale complimentary uses and other residential types at appropriate locations. An LDR area may include a wide range of lot sizes, housing size and styles, including some small-scale multi-unit buildings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses. Neighborhoods tend to have longer blocks and may be designed in a network of meandering streets. Residential density ranges between 0 and 6 dwelling units per acre (du/ac).

Character Example

Development Intent

- Complementary uses are designed and sited in a manner compatible with and connected to the surrounding context.
- The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.
- When establishing new residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

- Predominantly single family subdivisions with lots smaller than one acre
- Attached residential such as duplexes, multiplexes, and townhomes that have the scale of a single family home