MUNICIPAL BUILDING, MOBILE, ALABAMA, AUGUST 18, 2026

The Council of the City of Mobile, Alabama, met in the City Council's Conference Room on the ninth floor of the Mobile Government Plaza on Tuesday August 18, 2026, at 9:00 a.m.

Councilmembers:

Present: Penn, Ingram, Small, Fleming, Woods, and Gregory
Absent: Reynolds

The meeting was called to order. The Council reviewed and discussed the agenda for their meeting to be held today at 10:30 a.m.

Approved:

____
COUNCIL PRESIDENT

____
CITY CLERK

MUNICIPAL BUILDING, MOBILE, ALABAMA, AUGUST 18, 2026

The City Council of the City of Mobile, Alabama, met in the Auditorium of the Government Plaza on Tuesday, August 18, 2026, at 10:30 a.m., for the regular meeting.

The meeting was called to order by the City Clerk.

TK Heard, Public Safety Chaplain, offered the invocation.

The Presiding Officer led the Pledge of Allegiance.

Present on Roll Call:
Chairman: Gregory
Vice-Chairman: Small
Councilmembers: Penn, Ingram, Fleming, and Woods
Absent: Reynolds

STATEMENT OF RULES BY PRESIDING OFFICER

The Presiding Officer provided an overview of the City Council's Rules of Procedure.

APPROVAL OF MINUTES

The minutes from the meetings of August 11, 2026 were approved as submitted.

COMMUNICATIONS FROM THE MAYOR

James Barber, Chief of Operations, said that the Build Mobile Department will be having a community meeting concerning updating the Downtown Development District ordinance on Wednesday, September 2, 2026, at GulfQuest Maritime Museum at 6:00 p.m.

NOTE: Councilmember Ingram read and presented a proclamation to the Mobile County Health Department declaring the week of August 24 – 28, 2026, as "National Community Health Workers Awareness Week" in Mobile.

ADOPTION OF THE AGENDA

Councilmember Penn moved to adopt the agenda, which was seconded by Councilmember Gregory

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the agenda adopted.

APPEALS

Request of Toulminville Crichton CDC for a waiver of the Noise Ordinance at Mill Street Park on September 5, 2026, from 9:00 a.m. – 4:00 p.m. (District 1).

Councilmember Penn moved to adopt the waiver, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Small, Penn, Ingram, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the waiver adopted.

Request of Jayden Irby for a waiver of the Noise Ordinance at Tricentennial Park on November 22, 2026, from 2:00 p.m. – 6:00 p.m. (District 1).

Councilmember Penn moved to adopt the waiver, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Small, Penn, Ingram, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the waiver adopted.

Request of Bobby King for a waiver of the Noise Ordinance at 1035 Cody Road N. on September 26, 2026, from 4:00 p.m. – 9:00 p.m. (District 7).

Councilmember Penn moved to adopt the waiver, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Small, Penn, Ingram, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the waiver adopted.

PUBLIC HEARINGS

PUBLIC HEARING TO CONSIDER THE APPLICATION OF KECARES 4U LLC FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN SERVICE.

The Presiding Officer announced that today was the day for the public hearing to consider the application of KeCares 4U, LLC for a Certificate of Public Convenience and Necessity to operate a sedan service and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced later in the meeting.

PUBLIC HEARING TO CONSIDER THE APPLICATION OF MIDTOWN CART TRANSPO FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN SERVICE.

The Presiding Officer announced that today was the day for the public hearing to consider the application of Midtown Cart Transpo for a Certificate of Public Convenience and Necessity to operate a sedan service and asked if there was anyone present to speak for or against this matter.

Roderick Bolton Sr., applicant, spoke in support of this item.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced later in the meeting.

PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

NON-AGENDA ITEMS:

Apostle Valenia Green, Mobile, Al – expressed her concerns in the black community with the veterans, homeless, women, disabled, elderly, and needy children.

Reggie Hill, Mobile, Al – gave comments regarding FY27 budget, Gulf Coast Technology Center, public safety, and economic development.

Margo Spencer, Mobile, Al – comments regarding the process for citizens to bring problems and concerns before the board.

RESOLUTIONS HELD OVER

AUTHORIZE PROFESSIONAL SERVICES CONTRACT WITH MINNIKIN RESOURCES INC. TO PROVIDE GOVERNANCE REVIEW AND IMPROVEMENT CONSULTING SERVICES; NTE $90,000.00. The following resolution which was introduced and read at the regular meeting of July 21, 2026 and was held over until the regular meetings of July 28, 2026, August 4, 2026, and August 18, 2026 was called up by the Presiding Officer.

RESOLUTION: 21-778-2026

Sponsored by: Mayor Cheriogotis and Councilmember Gregory

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.

The resolution was read by the City Clerk, whereupon Councilmember Small moved to adopt the resolution, which was seconded by Councilmember Penn

Councilmember Ingram moved to amend the resolution as follows:

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.

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.

E. Minnikin will provide to the Council an overview that includes the review criteria, current state, desired state, and recommendations within 60 days after each board visit, a summary of the training and orientation provided, and an outline of action items for each board consulted with by Minnikin.

F. In addition, Minnikin will offer the Council a session to provide educational information to the Council on specific issues pertaining to board governance.

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.

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. Reports from Minnikin should be submitted contemporaneous with corresponding invoices.
D. 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.
E. 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

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:

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

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.

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 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.

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.

The move was seconded by Councilmember Small and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The Presiding Officer declared the amendment adopted.

The Presiding Officer called for the vote on the original motion as amended and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted as amended.

AUTHORIZE AGREEMENT WITH LYVVE INVESTMENT GROUP, LLC FOR COMMUNITY LIAISON, AFRICATOWN WELCOME CENTER, YOUTH JOBS PROGRAMMING, AND COSULTING SERVICES; NTE; $90,000.00. The following resolution which was introduced and read at the regular meeting of August 4, 2026, and was held over until the regular meetings of August 11, 2026, and August 18, 2026 was called up by the Presiding Officer.

RESOLUTION: 01-832-2026

Sponsored by: Mayor 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.

The resolution was read by the City Clerk, whereupon Councilmember Ingram moved to hold the resolution over for one week, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution held over for one week until the regular meeting of August 25, 2026.

AUTHORIZE AGREEMENT WITH TAGMARSHAL INTERNATIONAL LIMITED OF CORK, IRELAND FOR INSTALLATION AND MANAGEMENT OF GPS SOFTWARE SERVICES AT AZALEA CITY GOLF COURSE; $68,114.76. The following resolution which was introduced and read at the regular meeting of August 11, 2026 and was held over until the regular meeting of August 18, 2026 was called up by the Presiding Officer.

RESOLUTION: 01-850-2026

Sponsored by: Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Software As A Service Agreement contract with Tagmarshal International Limited of Cork, Ireland, for the professional golf course management GPS software services in the amount of $68,114.76 during the term of this three year Agreement, 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.

The resolution was read by the City Clerk, whereupon Councilmember Ingram moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO UNMANNED VEHICLE TECHNOLOGIES, LLC FOR DRONE-MOUNTED FLOODLIGHT, TWO ASTROMAX DRONES, TWO DRONE CAMERAS WITH ACCESSORIES FOR GULF COAST TECHNOLOGY CENTER; $139,345.85. The following resolution which was introduced and read at the regular meeting of August 11, 2026 and was held over until the regular meeting of August 18, 2026 was called up by the Presiding Officer.

RESOLUTION: 08-862-2026

Sponsored by: Mayor 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
12292	2026	(1502) GULF COAST TECHNOLOGY CENTER	ONE FREEFLY FLYING SUN 500 DRONE-MOUNTED FLOODLIGHT, TWO FREEFLY ASTROMAX DRONES, TWO FREEFLY GREMSY VIO F1 DRONE CAMERAS, WITH DRONE ACCESSORIES, FOR GULF COAST TECHNOLOGY CENTER (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$139,345.85	(300481) UNMANNED VEHICLE TECHNOLOGIES, LLC

The resolution was read by the City Clerk, whereupon Councilmember Ingram moved to adopt the resolution, which was seconded by Councilmember Gregory and following comments from Councilmembers Gregory and Small the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO NORTH AMERICA FIRE EQUIPMENT COMPANY, INC. FOR MASTER COMMUNICATIONS STATIONS WITH HEADSETS AND ACCESSORIES FOR MFRD; $245,024.49. The following resolution which was introduced and read at the regular meeting of August 11, 2026 and was held over until the regular meeting of August 18, 2026 was called up by the Presiding Officer.

RESOLUTION: 08-863-2026

Sponsored by: Mayor 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
16292	2026	(1510) FIRE ADMINISTRATION	39 SETCOM LIBERATOR MAX MASTER COMMUNICATIONS STATIONS WITH 116 HEADSETS AND ACCESSORIES FOR MFRD (NPP.GOV COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$245,024.49	(149290) NORTH AMERICA FIRE EQUIPMENT CO INC

The resolution was read by the City Clerk, whereupon Councilmember Ingram moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

CONSIDER THE APPLICATION OF EVERBLISS SENIOR SOLUTIONS, LLC FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE. The following resolution which was introduced and read at the regular meeting of August 11, 2026 and was held over until the regular meeting of August 18, 2026 was called up by the Presiding Officer.

RESOLUTION: 37-864-2026

Sponsored by: Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Everbliss Senior Solutions, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

The resolution was read by the City Clerk, whereupon Councilmember Ingram moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF CONSENT RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME. Councilmember Gregory moved for the suspension of the rules to consider consent resolutions 31-866 through 60-874, being introduced for the first time. The motion was seconded by Councilmember Woods and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The Presiding Officer declared unanimous consent granted for the items.

CONSENT RESOLUTIONS BEING INTRODUCED

AUTHORIZE THE MAYOR TO APPLY, ACCEPT, AND RECEIVE A GRANT FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES FOR FY2026 SAFER OUTCOMES; ENHANCING CRISIS RESPONSE TRAINING FOR LAW ENFORCEMENT GRANT PROGRAM; NTE $350,000.00 (NO LOCAL MATCH). The following resolution was introduced by Councilmember Ingram.

RESOLUTION: 31-866-2026

Sponsored by: Mayor 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 FY2026 Safer Outcomes:

Enhancing Crisis Response Training for Law Enforcement Program, in an amount not to exceed $350,000.00. 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.

The resolution was read by the City Clerk, whereupon Councilmember Ingram moved to adopt the resolution, which was seconded by Councilmember Penn and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

HONORARILY RE-NAME THE CORNER OF MILL STREET AND MOBILE STREET TO "HONORARY CLARA JEAN ESTER WAY". The following resolution was introduced by Councilmember Ingram.

RESOLUTION: 46-867-2026

Sponsored by: Councilmember Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the corner of Mill Street and Mobile Street be given the honorary name of "Honorary Clara Jean Ester Way".

The resolution was read by the City Clerk, whereupon Councilmember Ingram moved to adopt the resolution, which was seconded by Councilmember Penn and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

ASSESS COSTS FOR REMVOAL OF WEEDS, REPEAT WEED LIEN GROUP 103. The following resolution was introduced by Councilmember Ingram.

RESOLUTION: 58-868-2026

Sponsored by: Mayor Cheriogotis

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 103** 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.

The resolution was read by the City Clerk, whereupon Councilmember Ingram moved to adopt the resolution, which was seconded by Councilmember Penn and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE AWARD OF SPECIAL BONUS TO THE OFFICER OF THE MONTH; MONTE. The following resolution was introduced by Councilmember Ingram.

RESOLUTION: 60-869-2026

Sponsored by: Mayor Cheriogotis

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

July 2026: Tiffany Monte

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

The resolution was read by the City Clerk, whereupon Councilmember Ingram moved to adopt the resolution, which was seconded by Councilmember Penn and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE AWARD OF SPECIAL BONUSTO THE FIREFIGHTERS OF THE MONTH; JUNE- BRECKENRIDGE AND JULY-DAVIS, JR. The following resolution was introduced by Councilmember Ingram.

RESOLUTION: 60-870-2026

Sponsored by: Mayor Cheriogotis

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

June FFOM Michael Breckenridge (Emp #17971)

July FFOM Reeves Davis, Jr. (Emp #21304)

These employees are to be commended for their exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

The resolution was read by the City Clerk, whereupon Councilmember Ingram moved to adopt the resolution, which was seconded by Councilmember Penn and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DETERMINE AN APPROPRIATION TO EICHOLD-MERTZ MAGNET SCHOOL, GILLIARD ELEMENTARY SCHOOK, B.C. RAIN HIGH SCHOOL, CRAIGHEAD ELEMENTARY SCHOOL, MARYVALE ELEMENTARY SCHOOL, PILLANS MIDDLE SCHOOL, AND MORNINGSIDE ELEMENTARY SCHOOL SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Ingram.

RESOLUTION: 60-871-2026

Sponsored by: Councilmember Small

WHEREAS, Councilmember Small wishes to appropriate a total of $14,000.00 to the following schools ($1,500.00 to Eichold-Mertz Magnet School, $1,500.00 to Gilliard Elementary School, $5,000.00 to B.C Rain High School, $1,500.00 to Craighead Elementary School, $1,500.00 to Maryvale Elementary School, $1,500.00 to Pillans Middle School and $1,500.00 to Morningside Elementary School) from District 3 Discretionary Funds (10041020 42080); and

WHEREAS, Eichold-Mertz Magnet School, Gilliard Elementary School, B.C Rain High School, Craighead Elementary School, Maryvale Elementary School, Pillans Middle School, and Morningside Elementary School, are public schools 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 Eichold-Mertz Magnet School, Gilliard Elementary School, B.C Rain High School, Craighead Elementary School, Maryvale Elementary School, Pillans Middle School, and Morningside Elementary School will be used to assist with the upcoming school 2026-2027 year, 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 a total of $14,000.00 to the schools listed above 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.

The resolution was read by the City Clerk, whereupon Councilmember Ingram moved to adopt the resolution, which was seconded by Councilmember Penn and following comments from Councilmember Small the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DETERMINE AN APPROPRIATION TO TOULMINVILLE CRICHTON COMMUNITY DEVELOPMENT CORPORATION SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Ingram.

RESOLUTION: 60-872-2026

Sponsored by: Councilmember Penn

WHEREAS, Councilmember Penn wishes to appropriate $1,000.00 to Toulminville Crichton Community Development Corporation, from the District 1 Discretionary Fund (10041020 42080); and

WHEREAS, Toulminville Crichton Community Development Corporation, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Toulminville Crichton Community Development Corporation will be used to assist with the Pre-Labor Day Explosion aimed at celebrating the Crichton Heritage on September 5, 2026, at Mills Park.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $1,000.00 to Toulminville Crichton Community Development Corporation, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

The resolution was read by the City Clerk, whereupon Councilmember Ingram moved to adopt the resolution, which was seconded by Councilmember Penn and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DETERMINE AN APPROPRIATION TO REBOUNDS & RESOURCES SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Ingram.

RESOLUTION: 60-873-2026

Sponsored by: Councilmember Penn

WHEREAS, Councilmember Penn wishes to appropriate $500.00 to Rebounds & Resources, from the District 1 Discretionary Fund (10041020 42080); and

WHEREAS, Rebounds & Resources is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Rebounds & Resources, will be used to assist with Rebounds & Resources Ville Life "6th Man Scholarship.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $500.00 to Rebounds & Resources, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

The resolution was read by the City Clerk, whereupon Councilmember Ingram moved to adopt the resolution, which was seconded by Councilmember Penn and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DETERMINE AN APPROPRIATION TO LANKFORD ENTERPRISES SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Ingram.

RESOLUTION: 60-874-2026

Sponsored by: Councilmember Small

WHEREAS, Councilmember Small wishes to appropriate $1,255.12 to Lankford Enterprises, from the District 3 Discretionary Fund (10041020 42080); and

WHEREAS, Lankford Enterprises, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Lankford Enterprises, will be used to assist with the District 3 Back-to-School Celebration.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $1,255.12 to Lankford Enterprises, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

The resolution was read by the City Clerk, whereupon Councilmember Ingram moved to adopt the resolution, which was seconded by Councilmember Penn and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

CIP RESOLUTIONS BEING INTRODUCED

TRANSFER FUNDS FROM PROJECT SDT08 TO GRANT PROJECT G-STPM4925 FOR GRANT MATCH FOR CITYWIDE TRAFFIC SIGNAL IMPROVEMENTS; $86,764.70. The following resolution was held over until the regular meeting of August 25, 2026.

RESOLUTION: 09-875-2026

Sponsored by: Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $86,764.70 be transferred from project SDT08 (20002000.94070) to grant project G-STPM4925 (50015001.93030) These funds will be reallocated for grant match for FY 26 RTOP (Regional Traffic Operations Project) for citywide traffic signal improvements.

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME. Councilmember Gregory moved for the suspension of the rules to consider resolutions 08-878, 08-879, 08-880, 08-881, 08-882, 08-884, 09-885, 09-886, 09-887, and 08-896 being introduced for the first time. The motion was seconded by Councilmember Woods and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The Presiding Officer declared unanimous consent granted for the items.

RESOLUTIONS BEING INTRODUCED

AUTHORIZE AGREEMENT WITH AT&T ENTERPRISES, LLC FOR WIRELESS CELLULAR VOICE AND DATA SERVICES AND EQUIPMENT FOR THREE YEARS. The following resolution was held over until the regular meeting of August 25, 2026.

RESOLUTION: 01-876-2026

Sponsored by: Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby, authorize consent and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and AT&T Enterprises, LLC., for three years, for wireless cellular services and equipment, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

AUTHORIZE AGREEMENT WITH ALABAMA POWER COMPANY FOR ELECTRICAL SERVICES AT THE MOBILE MUSEUM OF ART. The following resolution was held over until the regular meeting of August 25, 2026.

RESOLUTION: 01-877-2026

Sponsored by: Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the five (5) year *Alabama Power Company Electric Power Services Agreement* for 4850 Museum Drive, Mobile AL 36608 together with *Rate Rider CTD, and Electric Rate Review,* thereto which the Agreement, *Rate Rider CTD, and Electric Rate Review* are attached hereto and incorporated herein by reference as if set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

APPROVE PURCHASE ORDER TO SANSOM EQUIPMENT COMPANY, INC. FOR REPLACEMENT VERTICAL MAST ASSEMBLY FOR SIDE-LOAD GARBAGE TRUCK; $29,281.98. The following resolution was introduced by Councilmember Small.

RESOLUTION: 08-878-2026

Sponsored by: Mayor 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
16400	2026	(2050) FLEET MANAGEMENT-GARAGE	REPLACEMENT LIFT-ARM VERTICAL MAST ASSEMBLY FOR 2022 NEW WAY SIDE-LOAD GARBAGE TRUCK (PRICE BELOW BID REQUIREMENT; SOLE SOURCE FOR OEM NEW WAY PARTS)	$29,281.98	(190715) SANSOM EQUIPMENT CO INC

The resolution was read by the City Clerk, whereupon Councilmember Small moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO H F GLAUDE CONSTRUCTION FOR STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL, ZEIGLER BOULEVARD TO AUBURN DRIVE N.; $22,260.20. The following resolution was introduced by Councilmember Small.

RESOLUTION: 08-879-2026

Sponsored by: Mayor 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
16570	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – ZIEGLER BLVD TO AUBURN DRIVE NORTH (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$22,260.20	(296705) H. F. GLAUDE CONSTRUCTION

The resolution was read by the City Clerk, whereupon Councilmember Small moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO CARAHSOFT FOR ONE-YEAR RENEWAL OF AVEPOINT OFFICE 365 CLOUD BACKUP SERVICES FOR MIT; $45,337.31. The following resolution was introduced by Councilmember Small.

RESOLUTION: 08-880-2026

Sponsored by: Mayor 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
16695	2026	(5000) INFORMATION TECHNOLOGY	ONE-YEAR RENEWAL OF AVEPOINT OFFICE 365 CLOUD BACKUP SERVICES FOR MIT (GSA CONTRACT)	$45,337.31	(295556) CARAHSOFT

The resolution was read by the City Clerk, whereupon Councilmember Small moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO INVASIVE MANAGEMENT SERVICES, INC. FOR STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL, 2574 LEGENDS ROW TO MAGNOLIA GROVE PARKWAY; $27,817.00. The following resolution was introduced by Councilmember Small.

RESOLUTION: 08-881-2026

Sponsored by: Mayor 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
16757	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 2574 LEGENDS ROW TO MAGNOLIA GROVE PARKWAY (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$27,817.00	(295980) INVASIVE MANAGEMENT SERVICES INC

The resolution was read by the City Clerk, whereupon Councilmember Small moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO HUGHES 360 SERVICES, LLC FOR STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL, GULF FIELD DRIVE N. TO CARDINAL DRIVE E.; $23,400.00. The following resolution was introduced by Councilmember Small.

RESOLUTION: 08-882-2026

Sponsored by: Mayor 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
16750	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – GULF FIELD DRIVE NORTH TO CARDINAL DRIVE EAST (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$23,400.00	(297767) HUGHES 360 SERVICE LLC

The resolution was read by the City Clerk, whereupon Councilmember Small moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. FOR RENEWAL OF PROFESSIONAL TRAINING AND CONSULTING SERVICES PROGRAM FOR GIS; $81,750.00. The following resolution was held over until the regular meeting of August 25, 2026.

RESOLUTION: 08-883-2026

Sponsored by: Mayor 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
16355	2026	(5010) GEOGRPAHIC INFORMATION SYSTEMS	ANNUAL RENEWAL OF ESRI ADVANTAGE PROFESSIONAL TRAINING AND CONSULTING SERVICES PROGRAM FOR GIS DEPARTMENT (PROFESSIONAL SERVICES)	$81,750.00	(50080) ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC

APPROVE PURCHASE ORDER TO MCCI, INC. FOR MIGRATION OF STORED CITY DATA TO LASERFICHE ENTERPRISE CONTENT MANAGEMENT SOFTWARE; $23,692.50. The following resolution was introduced by Councilmember Small.

RESOLUTION: 08-884-2026

Sponsored by: Mayor 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
16918	2026	(5000) INFORMATION TECHNOLOGY	MIGRATION OF STORED CITY DATA TO LASERFICHE ENTERPRISE CONTENT MANAGEMENT SOFTWARE (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$23,692.50	(299712) MCCI, LLC

The resolution was read by the City Clerk, whereupon Councilmember Small moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

TRANSFER FUNDS FROM CAPITAL PROJECT CRUISE TERMINAL – EQUIPMENT & MISC. TO CAPITAL PROJECT CRUISE TERMINAL – UPS REPLACEMENT; $12,575.74. The following resolution was introduced by Councilmember Small.

RESOLUTION: 09-885-2026

Sponsored by: Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of Twelve Thousand Five Hundred Seventy-Five Dollars and 74/100 ($12,575.74) is hereby reallocated from:

- Capital Project (C0259)
  Cruise Terminal – Equipment & Misc - Alabama Municipal Trust Fund (2010)

to:

- Capital Project (F959-003)
  Cruise Terminal UPS Replacement - Alabama Municipal Trust Fund (2010)

Said funds shall be used for the replacement of obsolete equipment necessary to support Cruise Terminal operations.

The resolution was read by the City Clerk, whereupon Councilmember Small moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

TRANSFER FUNDS FROM CAPITAL PROJECT CRUISE ROLL UP DOORS/GANGWAY TO CAPITAL PROJECT CRUISE TERMINAL UPS REPLACEMENT; $47,859.04. The following resolution was introduced by Councilmember Small.

RESOLUTION: 09-886-2026

Sponsored by: Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, the sum of Forty-Seven Thousand Eight Hundred Fifty-Nine Dollars and 04/100 ($47,859.04) be reallocated from:

- Capital Project (C0770)
  Cruise Roll Up Doors/Gangway - Capital Improvement Fund (2000)

to:

- Capital Project (F959-003)
  Cruise Terminal UPS Replacement - Capital Improvement Fund (2000)

Said funds shall be used for the replacement of obsolete equipment necessary to support Cruise Terminal operations.

The resolution was read by the City Clerk, whereupon Councilmember Small moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

TRANSFER FUNDS FROM CAPITAL PROJECT CRUISE TERMINAL – PARKING DECK REPAIRS TO CAPITAL PROJECT CRUISE TERMINAL UPS REPLACEMENT; $49,565.22. The following resolution was introduced by Councilmember Small.

RESOLUTION: 09-887-2026

Sponsored by: Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of Forty-Nine Thousand Five Hundred Sixty-Five Dollars and 22/100 ($49,565.22) be reallocated from:

- Capital Project (C0642)
  Cruise Terminal – Parking Deck Repairs - Alabama Municipal Trust Fund (2010)

to:

- Capital Project (F959-003)
  Cruise Terminal UPS Replacement - Alabama Municipal Trust Fund (2010)

Said funds shall be used for the replacement of obsolete equipment necessary to support Cruise Terminal operations.

The resolution was read by the City Clerk, whereupon Councilmember Small moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH PARTEN SMITH, INC. FOR DOWNTOWN SIDEWALK IMPROVEMENTS; $1,000,000.00. The following resolution was held over until the regular meeting of August 25, 2026.

RESOLUTION: 21-888-2026

Sponsored by: Mayor Cheriogotis and Councilmember Ingram

WHEREAS, bids for sidewalk improvements for district 2 were received and opened on June 3, 2026.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Parten Smith, Inc., contract in the amount of $1,000,000.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Parten Smith, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: Parten Smith, Inc.

Project Name: Downtown Sidewalk Improvements

Project Number: 2024-3005-17

Amount: $1,000,000.00

AUTHORIZE CONTRACT WITH PROTEC VIDEO, LLC, FOR DEVELOPMENT AND MANAGEMENT OF TECHNOLOGY, TRAINING, AND CONSULTING SERVICES AT THE GULF COAST TECHONOLOGY CENTER; NTE; $695,000.00. The following resolution was held over until the regular meeting of August 25, 2026.

RESOLUTION: 21-889-2026

Sponsored by: Mayor Cheriogotis

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

Name of Company: PROTEC VIDEO, LLC

Project Name: PROTEC VIDEO, LLC ANNUAL SERVICE CONTRACT

Amount: NTE: $695,000.00

AUTHORIZE CONTRACT WITH SAMSARA, INC. TO PROVIDE FLEET VEHICLE CAMERA SERVICES AND EQUIPMENT FOR TWO YEARS; NTE $1,400,000.00. The following resolution was held over until the regular meeting of August 25, 2026.

RESOLUTION: 21-890-2026

Sponsored by: Mayor 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, the continuance of a contract, by and between the City of Mobile and Samsara, Inc., dated July 23, 2023, as amended September 5, 2024, for its remaining two years, in a total amount not to exceed $1,400,000.00 over the five-year duration of the contract, to provide fleet vehicle camera services and equipment, as outlined in the agreement and amendment attached hereto and made a part hereof as though set forth in full. A copy of said agreement and its amendment are on file in the Office of the City Clerk.

CONSIDER THE APPLICATION OF KECARES 4U, LLC FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN SERVICE. The following resolution was held over until the regular meeting of August 25, 2026.

RESOLUTION: 37-891-2026

BE IT RESOLVED BY THE CITY COUNCIL ·OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of KeCares 4U, LLC for a Certificate of Public Convenience and Necessity to operate a sedan service is hereby approved. A copy of said application is on file in the office of City Clerk.

CONSIDER THE APPLICATION OF MIDTOWN CART TRANSPO FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A GOLF CART SERVICE. The following resolution was held over until the regular meeting of August 25, 2026.

RESOLUTION: 37-892-2026

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Midtown Cart Transpo for a Certificate of Public Convenience and Necessity to operate a golf cart service is hereby approved. A copy of said application is on file in the office of the City Clerk.

AUTHORIZE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR ENTERPRISE SOFTWARE PRODUCTS AND SERVICES IN SUPPORT OF FINANCIAL AND RECORD MANAGEMENT PROCESSES; $7,418,460.44 (3 YEARS). The following resolution was held over until the regular meeting of August 25, 2026.

RESOLUTION: 01-895-2026

Sponsored by: Mayor 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 Tyler Technologies Inc. for provision of enterprise software products and services in support of financial and record management processes, for three years from the date of approval, in the amount of $7,418,460.44, 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.

APPROVE PURCHASE ORDER TO PL RUSSELL, LLC FOR CONCRETE BASE FOR JIMMY BUFFETT STATUE AT MARTIME MUSEUM; $32,623.19. The following resolution was introduced by Councilmember Small.

RESOLUTION: 08-896-2026

Sponsored by: Mayor 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
17009	2026	(4020) GULFQUEST MARITIME MUSEUM	CONCRETE BASE FOR JIMMY BUFFETT STATUE AT MARITIME MUSEUM (PRICE BELOW PUBLIC WORKS BID REQUIREMENT; PRICE COMPETITIVELY QUOTED)	$32,623.19	(299374) PL RUSSELL LLC

The resolution was read by the City Clerk, whereupon Councilmember Small moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

CALL FOR PUBLIC HEARINGS

CALL FOR PUBLIC HEARING TO CONSIDER THE MODIFICATION OF A PREVIOUSLY APPROVED PLANNED UNIT DEVELOPMENT FOR PROPERTY LOCATED AT 1, 3, AND 5 MOBILE INFIRMARY CIRCLE, 166 MOBILE INFIRMARY DRIVE, 168, 169, 171, 176, 177, 185, 190, 191, AND 196 MOBILE INFIRMARY BOULEVARD, AND 1700, 1720, 1740, 1768, AND 1806 SPRING HILL AVENUE (SCHEDULED FOR SEPTEMBER 22, 2026 (DISTRICTS 1 AND 2). The following resolution was introduced by Councilmember Ingram.

RESOLUTION: 41-893-2026

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.

Notice of Public Hearing for the Proposed Modification of a Previously Approved Planned Unit Development For Property located at I, 3, and 5 Mobile Infirmary Circle, 166 Mobile Infirmary Drive, 168, 169, 171, 176, 177, 185, 190, 191, and 196 Mobile Infirmary Boulevard, and 1700, 1720, 1740, 1768, and! 806 Spring Hill Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 18, 2026**, a public hearing will be held on the **22nd day of September, 20226, at 10:30 a.m**., to consider adoption of an ordinance for the proposed Modification of a Previously Approved Planned Unit Development for property located at 1, 3, and 5 Mobile Infirmary Circle, 166 Mobile Infirmary Drive, 168, 169, 171, 176, 177, 185, 190, 191, and 196 Mobile Infirmary Boulevard, and 1700, 1720, 1740, 1768, and 1806 Spring Hill Avenue to allow multiple buildings on a single building site and shared access and parking between building sites to facilitate expansion of an existing hospital emergency room and incorporation of an additional lot into the development.

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

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

WHEREAS, a Planned Unit Development was approved on July 8, 2010, to allow multiple buildings on a single building site and shared access and parking between building sites located at 1, 3, and 5 Mobile Infirmary Circle (Private Road); 166 Mobile Infirmary Drive (Private Road); 168, 169, 171, 176, 177, 185, 190, 191, and 196 Mobile Infirmary Boulevard; and 1700, 1720, 1740, 1768, and 1806 Spring Hill Avenue and described as follows:

LOTS 1 THROUGH 22, BLOCK 1 AND LOTS 1 THROUGH 19, BLOCK 2 ALL IN LOUISELLE'S 2ND ADDITION, ACCORDING TO PLAT RECORDED IN DEED BOOK 125 N.S. PAGE 280 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; ALSO INFIRMARY PARCEL AS PER PLAT OF WALSHWOOD MEDICAL AS RECORDED IN MAP BOOK 81, PAGE 26 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; ALSO, LOT 1 LOUISELLE MEDICAL SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 86, PAGE 49 OF THE SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID LOT 1 ALSO INCLUDES LOT 9 OF SAID LOUISELLE'S 2ND ADDITION AS LISTED PREVIOUSLY IN THIS DESCRIPTION; ALSO ALL OF THAT PROPERTY BOUNDED ON THE SOUTH BY SPRINGHILL AVENUE, ON THE WE$T BY BLOCK 1, LOUISELLE'S 2ND ADDITION AS PER PLAT RECORDED IN DEED BOOK 125 N.S. PAGE 280 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, NORTH RIGHT OF WAY LINE OF OAK KNOLL DRIVE, AND LYNNWOOD SUBDIVISION, ACCORDING TO PLAT RECORDED IN MAP BOOK 8, PAGE 127 OF SAID PROBATE COURT RECORDS, ON THE NORTH BY THREE MILE CREEK, ON THE EAST BY PROPERTY OF UNIVERSITY OF SOUTH ALABAMA, AND THE AFOREMENTIONED INFIRMARY PARCEL WALSHWOOD MEDICAL, ACCORDING TO PLAT RECORDED IN MAP BOOK 81, PAGE 26 OF THE SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; ALSO, LOT 1 INFIRMARY FOUNDATION SUBDIVISION AS PER PLAT RECORDED INMAPBOOK 130 PAGE 51. TOTAL AREA OF ENTIRE SITE OF THIS PLAT IS 3,080,625 SQUARE FEET, MORE OR LESS, OR 70.72 ACRES, MORE OR LESS.

WHEREAS, on June 16, 2026, the owner of said property applied for a Major Modification of the Planned Unit Development allowing multiple buildings on a single building site and shared access and parking between building sites to facilitate expansion of an existing hospital emergency room and incorporation of an additional lot into the development.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on July 16, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Revision of the site plan to indicate that there is sufficient parking for the number of hospital beds as well as the amount of office space;
2. Placement of a note on the site plan stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Compliance with all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) recorded copy of the site plan to Planning and Zoning in both hard-copy and PDF formats; and
8. Full compliance with all applicable municipal codes, ordinances, and regulations.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;

c. Will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planned Unit Development is hereby approved with the following required conditions:

1. Revision of the site plan to indicate that there is sufficient parking for the number of hospital beds as well as the amount of office space;
2. Placement of a note on the site plan stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Compliance with all Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) recorded copy of the site plan to Planning and Zoning in both hard-copy and PDF formats; and
8. 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.

Councilmember Ingram moved to call for the public hearing, which was seconded by Councilmember Woods and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

This vote was then announced by the City Clerk, whereupon the Presiding Officer set the date for the public hearing as September 22, 2026.

CALL FOR PUBLIC HEARING TO CONSIDER THE PROPOSED REZONING OF PROPERTY LOCATED AT THE WEST SIDE OF WEINACKER AVENUE, 151' +/- NORTH OF VIRGINIA STREET (SCHEDULED FOR SEPTEMBER 22, 2026) (DISTRICT 2). The following resolution was introduced by Councilmember Ingram.

RESOLUTION: 41-894-2026

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.

Notice of Public Hearing for the Proposed Rezoning of Property Located at the West Side of Weinacker Avenue, 151' ± North of Virginia Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 18, 2026**, a public hearing will be held on the **22nd day of September, 2026 at 10:30 a.m**., to consider adoption of an ordinance to rezone property located at the West side of Weinacker Avenue, 151' ± North of Virginia Street from R-1, Single-Family Residential Urban District, to R-2, Two-Family Residential Urban District.

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

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 CITYOF 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 6 & 7, BLOCK NO. I, PORTER'S 2ND ADDITION, AS PER PLAT RECORDED IN DEED BOOK 87, PAGE 73 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from Single-Family Residential Urban District (R-1) to Two-Family Residential Urban District (R-2), 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-2, 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-2, until all of the condition set forth below has been complied with: I. 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.

Councilmember Ingram moved to call for the public hearing, which was seconded by Councilmember Woods and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

This vote was then announced by the City Clerk, whereupon the Presiding Officer set the date for the public hearing as September 22, 2026.

ANNOUNCEMENTS

Councilmember Ingram thanked everyone that participated in the Back-To-School giveaway on Saturday, August 15, 2026, at Mardi Gras Park.

Councilmember Ingram thanked residents for attending the community meeting on Thursday at the Robert Hope Community Center at 5:30 p.m. and the virtual meeting at 7:00 p.m.

Councilmember Ingram said that she attended the 100th Anniversary of New Hope Baptist Church and expressed her gratitude for the invitation.

Councilmember Penn said that a Toulminville Community meeting will be held on Tuesday, August 18, 2026, at the Toulminville Warren Street Church at 6:00 p.m.

Councilmember Gregory announced the ribbon cutting ceremony for John E. King Hillsdale Senior Center will be on Thursday, August 27, 2026 at 11:00 a.m.

Councilmember Woods moved to adjourn the meeting, which was seconded by Councilmember Ingram and the vote was as follows:

Ayes: Penn, Ingram, Small, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the regular meeting adjourned at approximately 11:12 a.m.

Adopted:

____
COUNCIL PRESIDENT

____
CITY CLERK