

MUNICIPAL BUILDING, MOBILE, ALABAMA, AUGUST 25, 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 25, 2026, at 9:00 a.m.

Councilmembers:

Present: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory
Absent: None

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

ASSISTANT CITY CLERK

MUNICIPAL BUILDING, MOBILE, ALABAMA, AUGUST 25, 2026

The City Council of the City of Mobile, Alabama, met in the Auditorium of the Government Plaza on Tuesday, August 25, 2026, at 10:30 a.m., for the regular meeting.

The meeting was called to order by the Assistant City Clerk.

Cory Penn, District 1 Councilmember, offered the invocation.

The Presiding Officer led the Pledge of Allegiance.

Present on Roll Call:

Chairman: Small
Vice-Chairman: Gregory
Councilmembers: Penn, Ingram, Reynolds, Fleming, and Woods
Absent: None

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 meeting of August 18, 2026 was approved as submitted.

COMMUNICATIONS FROM THE MAYOR

Mayor Cheriogotis invited citizens to attend the community meeting to review the Downtown Development District Ordinance on Wednesday, September 2, 2026 at the National Maritime Museum.

Mayor Cheriogotis read a proclamation declaring August 2026 as “National Minority Donor Awareness Month” in Mobile.

MONTHLY FINANCE REPORTS

Logan Gewin, Executive Director of Finance, provided the monthly finance report ending July 2026.

ADOPTION OF THE AGENDA

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

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

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

APPEALS

Request of Aynna Shade for a waiver of the Noise Ordinance at 259 Del Barco Drive on August 29, 2026, from 4:00 p.m. – 9:00 p.m. (District 1).

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

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

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

Request of The Frenchmen for a waiver of the Noise Ordinance on Dauphin Street (between Joachim & Conception Streets) on September 4, October 2, November 6, and December 4, 2026, from 6:00 p.m. – 9:00 p.m. (District 2).

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

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

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

Request of Olivia George for a waiver of the Noise Ordinance at 1508 Monroe Street on October 24, 2026, from 5:00 p.m. – 9:00 p.m. (District 2).

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

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

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

Request of iHeart Media for a waiver of the Noise Ordinance at Cooper Riverside Park on October 24, 2026, from 4:00 p.m. – 7:00 p.m. (District 2).

Councilmember Ingram moved to hold the waiver over for one week, which was seconded by Councilmember Woods and the vote was as follows:

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

The vote was then announced by the Assistant City Clerk whereupon the Presiding Officer declared the waiver held over for one week until the regular meeting of September 1, 2026.

MINUTES OF AUGUST 25, 2026

Request of Dr. Raoul Richardson for a waiver of the Noise Ordinance at 522 Dauphin Street on September 28, 2026, from 5:00 p.m. – 9:30 p.m. (District 2).

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

Ayes: Small, Penn, Ingram, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

Request of Fleet Feet Mobile for a waiver of the Noise Ordinance at Medal of Honor Park on October 17, 2026, from 10:00 a.m. – 12:00 p.m. (District 6).

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

Ayes: Small, Penn, Ingram, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

Request of St. John Lodge #2 for a waiver of the Noise Ordinance at Langan Park on September 26, 2026, from 10:00 a.m. – 3:00 p.m. (District 7).

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

Ayes: Small, Penn, Ingram, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

PUBLIC HEARINGS

PUBLIC HEARING TO DECLARE THE STRUCTURE AT 619 SUMMERVILLE STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 1).

The Presiding Officer announced that today was the day for the public hearing to declare the structure at 619 Summerville Street a public nuisance and order it demolished 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 DECLARE THE STRUCTURE AT 612 CEDAR AVENUE A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 2).

The Presiding Officer announced that today was the day for the public hearing to declare the structure at 612 Cedar Avenue a public nuisance and order it demolished 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 DECLARE THE STRUCTURE AT 1213 CHINQUAPIN STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 2).

The Presiding Officer announced that today was the day for the public hearing to declare the structure at 1213 Chinquapin Street a public nuisance and order it demolished 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 DECLARE DELCAR THE STRUCTURE AT 266 KENNEDY STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 2).

The Presiding Officer announced that today was the day for the public hearing to declare the structure at 266 Kennedy Street a public nuisance and order it demolished 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 DECLARE THE STRUCTURE AT 1120 PARTRIDGE STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 2).

The Presiding Officer announced that today was the day for the public hearing to declare the structure at 1120 Partridge Street a public nuisance and order it demolished 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 DECLARE THE STRUCTURE AT 303 RYLANDS STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED (DISTRICT 1).

The Presiding Officer announced that today was the day for the public hearing to declare the structure at 303 Rylands Street a public nuisance and order it demolished 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 ELITE1 STOP SERVICES, LLC FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE.

The Presiding Officer announced that today was the day for the public hearing to consider the application of Elite1 Stop Services, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle 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.

PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

NON-AGENDA ITEMS:

Dr. Raoul Richardson, 307 N. University Boulevard – gave comments about MOJO's 25th Anniversary.

Reggie Hill, Mobile, AL, request for various investigations, amendments to Chapter 46, fy27 budget, and tourism.

CIP RESOLUTIONS HELD OVER

TRANSFER FUNDS FROM PROJECT SDT08 TO GRANT PROJECT G-STPM4925 FOR GRANT MATCH FOR CITYWIDE TRAFFIC SIGNAL IMPROVEMENTS; \$86,764.70. The following resolution which was introduced and read at the regular meeting of August 18, 2026 and held over until the regular meeting of August 25, 2026, was called up by the Presiding Officer.

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.

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

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

RESOLUTIONS HELD OVER

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, August 18, 2026, and August 25, 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 adopt the resolution, which was seconded by Councilmember Penn

Councilmember Ingram moved to amend the resolution as follows:

The Consultant shall not include in any Deliverable, report, model, or communication any disclaimer limitation, or qualification that purports to limit the Consultant's responsibility for the accuracy, completeness, or reliability of the Services or Deliverables, or that is inconsistent with the terms of this Agreement. The Consultant acknowledges that the City may rely upon the Deliverables for governmental, regulatory, and policy purposes, and that such Deliverables may be disclosed to third parties, including elected officials and the public. The Consultant agrees that the Deliverables are intended to be relied upon by the City for such purposes and shall be prepared accordingly. The Consultant acknowledges that such reliance is reasonable and intended, and the Consultant's obligations under this Agreement extend to the preparation of Deliverables suitable for such reliance.

For purposes of this Agreement, "Deliverables" shall include, without limitation, all reports, models, analyses data, documentation, presentations, work papers, calculations assumptions and all other work product prepared or provided by the Consultant under this Agreement, whether in draft or final form.

WHEREAS, the Consultant represents that it is qualified and experienced in the provision of Strategic Consulting for Government Affairs, Community Affairs, Youth Jobs Programming, and Partnership Planning; and

WHEREAS, the City desires to engage the Consultant, and the Consultant agrees to provide such services, in accordance with the terms and conditions set forth herein;

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

I. PROFESSIONAL SERVICES TO BE PERFORMED

A.. Scope of Services. The Consultant shall provide professional consulting services to the City, and preparation of all required deliverables. The services shall be performed in accordance with Exhibit A (Scope of Services) attached hereto and incorporated herein by reference. In the event of any inconsistency between Exhibit A and this Agreement, the terms of this Agreement shall control.

All Deliverables shall meet all applicable requirements set forth in Exhibit A, and any failure to meet such requirements shall constitute a failure to perform under this Agreement.

B. Standard of Care. The Consultant shall perform all professional services under this Contract with the professional skill, care, diligence, and competence ordinarily exercised by similarly situated professionals performing similar services under comparable circumstances.

C. Performance of Services. The Consultant shall diligently and timely furnish all labor, materials, and professional services necessary to perform the Project in accordance with this Agreement and Exhibit A. The Consultant shall be responsible for the completeness, accuracy, and internal consistency of all analyses, models, assumptions, and recommendations prepared under this Agreement.

The consultant shall not include any proprietary restrictions, limitations, or conditions on the City's access to or use of the Deliverables. All Deliverables shall be provided in formats fully accessible to and usable by the City without restriction.

All Deliverables shall be complete, internally consistent, and sufficient to allow the City and any third party to independently understand, evaluate and replicate the results without reliance on the Consultant.

The Consultant shall ensure that all Deliverables, including the written report and the fee model, are fully consistent with one another. In the event of any discrepancy the Consultant shall promptly correct such discrepancy at no additional cost to the City. Partial,

incomplete or preliminary Deliverables shall not be considered compliant with this Agreement unless expressly accepted in writing by the City.

The Consultant shall not incorporate into any Deliverable any third-party software, tool, license restriction, or proprietary element that limits the City's ability to access, use, modify, or rely upon the Deliverables without additional cost or permission, unless expressly approved in writing by the City.

All Deliverables shall be provided in fully editable, non-proprietary formats acceptable to the City, and no Deliverable shall be provided in a format that restricts the City's ability to access, modify, or use the Deliverable.

D. Project Manager.

The City Executive Director of Public Works, or her designated representative, shall serve as the City's Project Manager and shall coordinate with the Consultant regarding the performance of services under this Contract.

E. Methodology, Data, and Technical Support.

The Consultant shall prepare all analyses, models, and recommendations using generally accepted professional methodologies appropriate for governmental cost-of-service and user fee studies.

The Consultant acknowledges that the City will provide certain data and information for use in the study. While the Consultant may rely on such data, the Consultant shall:

1. Review such data for reasonableness and internal consistency;
2. Identify any material gaps, inconsistencies, or assumptions in the data; and
3. Notify the City in writing of any issues that may materially affect the accuracy or reliability of the study.
4. Independently evaluate and validate key assumptions used in the analysis and identify any assumptions that materially impact the results.
5. Clearly identify and explain any adjustments, allocations, rounding, or normalization applied to the data or results.
6. Clearly identify all assumptions used in the analysis, including any assumptions not directly derived from City-provided data.

The Consultant shall not rely on incomplete or obviously inaccurate data without notifying the City and obtaining direction. The Consultant shall not disclaim or limit responsibility for the results of the study based solely on data provided by the City where the Consultant has failed to identify or raise concerns regarding such data as required herein.

Upon request by the City, the Consultant shall provide timely clarification and explanation of the methodologies, assumptions, and calculations used in the preparation of the study, including participation in meetings with City staff, elected officials, or the public as reasonably necessary to explain and support the study findings, including the ability to explain how specific fees were calculated in clear, non-technical terms.

Such clarification, explanation, and participation shall be considered part of the Consultant's basic services and shall not entitle the Consultant to additional compensation unless otherwise agreed in writing.

F. Limitation of Liability Prohibited. The Consultant shall not include or rely upon any limitation of liability, disclaimer, or damages cap in any Deliverable, proposal, or communication. Any such limitation shall be void and of no effect unless expressly set forth in this Agreement and approved in writing by the City.

G. Ownership of Work Product. All Deliverables and work product prepared or provided by the Consultant under this Agreement shall be the sole and exclusive property of the City. The Consultant hereby irrevocably assigns to the City all rights, title, and interest in and to such Deliverables, including all intellectual property rights.

MINUTES OF AUGUST 25, 2026

The Consultant shall not assert any ownership interest in the Deliverables and shall not restrict the City's use, modification, reproduction, or distribution of the Deliverables for any governmental purpose.

The Consultant may retain copies of the Deliverables for its records but shall not use, reproduce, or distribute the Deliverables for any other client or purpose without the prior written consent of the City.

II. TERM OF AGREEMENT

This Contract shall commence upon execution by the last party hereto (the "Effective Date") and shall remain in effect until the Services have been fully performed and all Deliverables have been submitted and expressly accepted in writing by the City. Submission of Deliverables alone shall not constitute completion of the Services. Completion shall occur only upon written acceptance by the City in accordance with the requirements of this Contract and Exhibit B, unless earlier terminated as provided herein or extended by written amendment approved by the City.

The Consultant shall perform the Services and deliver all Deliverables in strict accordance with the deadlines set forth in Exhibit B, as may be adjusted only by written amendment executed by the City and the Consultant. Failure to meet any such deadline shall constitute a material breach and default under this Contract and may result, in the City's sole discretion, in rejection of Deliverables, withholding of payment, or termination of this Contract. The City shall have no obligation to accept, approve, or pay for any Deliverables that are not submitted in accordance with the deadlines set forth in Exhibit B or that otherwise fail to comply with the requirements of this Contract.

No delay, act, or omission by the City, including but not limited to review of Deliverables, coordination among departments, or provision of data, shall be deemed to extend the time for performance or constitute a basis for additional compensation, unless expressly approved in a written amendment executed by the City and the Consultant.

In no event shall this Contract extend beyond one hundred fifty (150) calendar days from the Effective Date, unless expressly extended by written amendment executed by the City and the Consultant. Time is of the essence with respect to all obligations under this Contract. Failure to achieve completion within this period shall constitute a material breach and default under this Contract.

III. COMPENSATION

A. The City shall pay the Consultant for Services performed under this Contract an amount not to exceed \$90,000.00 (Ninety Thousand and 00/100 Dollars) for the entire Project, in accordance with the Fee Schedule attached hereto as Exhibit C and incorporated herein by reference. Payment shall be made only for Services actually performed and Deliverables submitted and accepted in writing by the City, upon submission of properly itemized invoices and supporting documentation in a form acceptable to the City, as determined in the City's sole discretion, and in accordance with the terms of this Contract.

No payment shall be due for partially completed Services or Deliverables unless expressly authorized in writing by the City. Progress payments or percentage-of-completion payments are not permitted unless specifically set forth in Exhibit C. The City shall have no obligation to pay for any Services or Deliverables that are incomplete, deficient, noncompliant, untimely, or not accepted in writing by the City.

The contract price may include a contingency amount for unanticipated work necessary to complete the Services within the original scope of this Contract. Any use of contingency funds must be authorized in writing by the City's Executive Director of Public Works prior to the performance of such work, and no contingency funds shall be expended without such prior written approval.

The Consultant acknowledges that the contract amount constitutes full compensation for all Services, including all labor, overhead, administrative costs, coordination, revisions,

MINUTES OF AUGUST 25, 2026

meetings, travel, and support required under this Contract. No additional compensation shall be due unless expressly authorized by written amendment executed by the City and the Consultant.

B. Notwithstanding the foregoing, the Consultant shall perform no Services under this Contract until receipt of a written Notice to proceed issued by the City. The Consultant acknowledges and agrees that no compensation shall be due for any Services performed prior to the issuance of a Notice to Proceed.

The Consultant further acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and that the City may elect, in its sole discretion, to issue no Notice to Proceed. The City reserves the right, in its sole discretion, to amend, suspend, reduce, or cancel any Notice to Proceed at any time.

The City shall have no obligation to pay for any Services performed outside the scope of this Contract or not authorized in writing by the City. No course of conduct, communication, or performance by the Consultant shall entitle the Consultant to any additional or implied compensation, equitable adjustment, or other payment unless expressly authorized in a written amendment executed by the City and the Consultant.

IV. METHOD OF PAYMENT

A. The City shall pay the Consultant only upon receipt of a properly submitted invoice and written approval of the invoice by the City's Executive Director of Public Works, or her designated representative, confirming that the Services billed have been fully performed in accordance with the requirements of this Contract and that the applicable Deliverables have been submitted and expressly accepted in writing by the City.

B. The Consultant shall submit invoices to the City only for Services actually and fully performed in accordance with Exhibit C (Fee Schedule) attached hereto and incorporated herein by reference. Each invoice shall clearly identify the Services performed, the applicable Deliverables, and the corresponding line items from the Fee Schedule. Invoices that do not strictly comply with the requirements of this Contract may be rejected in the City's sole discretion.

C. Invoices submitted by the Consultant shall be in a form satisfactory to the Executive Director of Public Works as determined in the City's sole discretion and shall include sufficient detail and supporting documentation to allow the City to verify that the Services billed were properly performed and that all Deliverables meet the requirements of this Contract. The Executive Director of Public Works shall have the right to approve, reject, or request additional information regarding any invoice prior to initiating payment. The City shall have no obligation to process or pay any invoice until all requested supporting information has been provided.

D. The City reserves the right to withhold payment, in whole or in part, for any Services that are not performed in accordance with this Contract, for incomplete, deficient, noncompliant, or untimely Deliverables, or for any amounts disputed in good faith by the City. The Consultant shall promptly correct any deficiencies identified by the City at no additional cost, and no payment shall be due until such deficiencies have been corrected to the satisfaction of the City.

E. Payment by the City shall not constitute acceptance of Services or Deliverables, nor shall it be deemed a waiver of any rights or remedies available to the City under this Contract or applicable law.

F. Approved invoices shall be paid in accordance with the City's standard payment procedures. The Consultant acknowledges that such procedures are subject to governmental budgeting, appropriation, and payment processes, and that payment timing may vary accordingly. No specific payment deadline is guaranteed and payment shall be subject to availability of appropriated funds unless expressly required by applicable law, and no interest, late fees, or finance charges shall accrue unless expressly authorized by law.

V. CHANGES IN SERVICES AND ADDITIONAL SERVICES

A. Written Amendments Required. No changes to this Contract, including any changes to the scope of Services, Deliverables, schedule, or compensation, shall be made unless such changes are set forth in a written amendment executed by the City's authorized representative and the Consultant.

B. Authorization of Additional Services. If the City's Executive Director of Public Works determines that additional services related to the Project are required, the Consultant may be authorized to perform such additional services only after the parties have agreed in writing to the scope of the additional services and the corresponding compensation. Any such additional services and compensation shall be incorporated into this Contract by written amendment executed by both the City and the Consultant prior to the commencement of the additional services.

The City shall have no obligation to pay for any additional services performed prior to execution of such written amendment, regardless of whether the City had knowledge of, requested, or received the benefit of such services.

Notwithstanding the foregoing, no additional compensation shall be paid for services required as a result of any error, omission, or negligence, or failure of the Consultant to comply with the requirements of this Contract.

No course of conduct, oral direction, email communication, meeting discussion, or other informal communication shall be construed as authorization for additional services or compensation, nor shall any such actions give rise to any implied or constructive change, unless confirmed in a written amendment to this Contract executed by the City.

C. Revisions and Coordination. The Consultant acknowledges that the Services contemplated under this Contract include reasonable coordination with City staff and timely revisions to draft Deliverables. Such coordination, revisions, clarifications, presentations, and responses to questions from City staff, elected officials, or the public shall be considered part of the Consultant's basic Services under this Contract and shall not entitle the Consultant to additional compensation unless such services are determined by the City, in its sole discretion, to materially expand the scope of work and are authorized in advance by written amendment to this Contract.

D. City Review and Coordination. The Consultant acknowledges that the City's review of draft materials, internal coordination among departments, and review by elected officials may require additional time. Such review periods shall not constitute a delay, change in scope, or constructive change, and shall not entitle the Consultant to any additional compensation unless otherwise expressly authorized by written amendment to this Contract.

VI. LIABILITY OF CONSULTANT

A. Indemnification. To the fullest extent permitted by law, the Consultant shall defend, indemnify, hold harmless, protect, and exonerate the City of Mobile, Alabama, and its officers, officials, employees, agents, and representatives (collectively, the "City") from and against any and all claims, demands, suits, actions, damages, losses, liabilities, judgments, awards, liens, costs, expenses, and attorneys' fees, but only to the extent caused by the negligent acts, errors, omissions, breach of contract, or other wrongful conduct of the Consultant, its officers, employees, agents, subcontractors, suppliers, or any person or entity for whom the Consultant is legally responsible, arising out of or related to the performance of Services under this Contract. This indemnification obligation includes, without limitation, the costs of enforcing this provision.

This obligation applies to claims for personal injury, bodily injury, sickness, disease, death, damage to property (including loss of use), economic loss, violations of third-party rights, and includes all costs of defense, including reasonable attorneys' fees.

MINUTES OF AUGUST 25, 2026

The Consultant's duty to defend shall apply immediately upon written notice from the City and shall continue until final resolution of the claim; provided, however, that the City shall retain the right to participate in or assume control of the defense of any claim, at its sole discretion.

Notwithstanding the foregoing, nothing in this Contract shall be construed to require the Consultant to indemnify or defend the City for the City's sole negligence, consistent with applicable Alabama law.

The Consultant represents that it is not a design professional within the meaning of §41-9A-3, Code of Alabama (1975). The obligations of the Consultant under this Section shall not be limited by the availability or amount of any insurance maintained by the Consultant.

B. Limitation on Consultant Recovery. In no event shall the Consultant be entitled to recover from the City any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, loss of business, or loss of opportunity, arising out of or relating to this Agreement, regardless of the theory of liability.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

VII. CONSULTANT'S INSURANCE

Consultant shall name the City of Mobile as an additional insured. Consultant shall take out and maintain during the life of the contract the following:

A. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Consultant.
2. Limit of Liability: \$ 1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

B. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

C. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

D. Professional Liability Coverage. The Consultant shall procure and continuously maintain at its sole cost and expense Professional Liability Insurance (Errors and Omissions) covering the professional services performed under this Contract. The insurance required under this Section shall not be construed to limit the Consultant's liability under this Contract. The Consultant shall maintain Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate covering claims arising out of negligent acts, errors, or omissions in the performance of professional services under this Contract

If the Professional Liability policy is written on a claims-made basis, the policy shall have a retroactive date prior to the Effective Date of this Contract and shall be continuously

maintained in full force and effect during the term of this Contract and for a period of not less than two (2) years after completion of the services under this Contract, either through renewal of the policy or the purchase of an extended reporting period. There shall be no lapse or gap in coverage.

E. Certificate of Liability

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution. Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

The Consultant shall provide the City with a certificate of insurance in standard ACORD format evidencing the required Professional Liability coverage prior to commencing services under this Contract. The certificate shall identify the Project name and list the City of Mobile as certificate holder as follows:

VIII. RESPONSIBILITIES OF THE CONSULTANT

A. Personnel Qualifications. The personnel assigned by the Consultant to perform the Services under this Contract shall comply with the terms set forth herein. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks. Any change or substitution of key personnel shall require the prior written approval of the City's Executive Director of Public Works. Any proposed replacement personnel shall be reasonably comparable in experience and qualifications to the personnel originally assigned to the Project.

B. Subconsultants. The Consultant shall not engage any subcontractors or subconsultants without the prior written approval of the City. The Consultant shall be fully responsible for the acts, errors, omissions, and performance of all subcontractors and subconsultants and shall ensure that all such parties comply with the terms and conditions of this Agreement. No subcontracting shall relieve the Consultant of any obligation under this Agreement.

C. Communication and Responsiveness. The Consultant shall respond to communications from the City within three (3) working days, unless a shorter response time is specified by the City or circumstances reasonably require a more immediate response. Failure to comply with this requirement may be considered a material failure to perform under this Contract. The Consultant shall also promptly notify the City of any issue, delay, or circumstance that may affect the performance of Services or the timely delivery of Deliverables.

D. Anti-Contingent Fee Certification. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Contract. A breach of this provision shall constitute grounds for termination of this Contract and recovery of any amounts paid by the City.

E. Professional Conduct. The Consultant agrees that it and its employees shall communicate with City employees and members of the public in a professional and civil manner. All aspects of the Consultant's performance under this Contract, including complaints received from City employees or members of the public, may be considered by the City in determining whether to renew, suspend, or terminate this Contract. Unprofessional conduct or failure to maintain appropriate standards of communication may constitute a breach of this Contract. The City further reserves the right to suspend or debar the Consultant from consideration for future contracts in accordance with applicable Alabama law.

F. Compliance With Laws. The Consultant shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of Services under this Contract and shall not discriminate on the basis of race, color, religion, sex, national origin, or any other classification protected by law.

G. Records, Audit, and Inspection. The Consultant shall maintain complete and accurate books, records, documents, and other evidence directly pertaining to or connected with the Services performed under this Contract. Such records shall be maintained for a period of five (5) years after final payment and shall be made available for inspection, audit, and copying by the City or its authorized representatives during normal business hours upon reasonable notice, or without notice where reasonably necessary to protect the City's interests. These requirements shall also apply to any subcontractors or subconsultants engaged by the Consultant. The City shall have the right to audit, test, and validate any models, calculations, or methodologies used in the preparation of the Deliverables.

H. Independent Contractor Status. The Consultant is, and shall remain, an independent contractor in the performance of all work, Services, and activities under this Contract. The Consultant is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in work performed pursuant to this Contract shall be under the sole direction, supervision, and control of the Consultant. The Consultant shall be solely responsible for providing compensation, benefits, and insurance for its employees.

The Consultant shall have no authority to bind the City to any agreement or obligation. The Consultant shall be solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort.

I. Support of Study Findings. Upon reasonable request by the City, the Consultant shall provide reasonable assistance to the City in explaining and supporting the analyses, methodologies, and conclusions contained in the study prepared under this Agreement. Such assistance may include participation in meetings with City staff, elected officials, or members of the public, and providing clarification of the methodologies, assumptions, and calculations used in the preparation of the study. The Consultant shall make reasonable efforts to be available for such support within a time frame requested by the City. Failure to provide such support may be considered a material failure to perform under this Contract.

Any such assistance requested by the City within one (1) year after delivery of the final report shall be considered part of the Consultant's Services under this Agreement and shall not entitle the Consultant to additional compensation unless otherwise agreed in writing.

J. Public Records and Confidentiality. The Consultant acknowledges that the City is subject to Alabama public records laws. All Deliverables and materials provided under this Agreement may be subject to disclosure.

The Consultant shall clearly identify any information it considers confidential at the time of submission; however, the City makes no representation that such information will be exempt from disclosure.

The Consultant shall not include any confidential, proprietary, or restricted information in Deliverables unless necessary for performance of the Services and approved by the City.

Nothing in this Section shall be construed to limit the City's obligations under applicable public records laws.

IX. TIME FOR PERFORMANCE

Time is of the essence in the performance of this Contract. The Consultant shall commence work upon receipt of a written Notice to proceed issued by the City and shall not begin work prior to such notice.

The Consultant shall diligently and timely perform the Services in strict accordance with the requirements of this Contract and shall complete the Project in strict accordance with the Project Schedule set forth in Exhibit B, attached hereto and incorporated herein by reference. Failure to perform in accordance with the Project Schedule shall constitute a material breach and default under this Contract.

Completion of the Project shall occur only upon the delivery of all required reports, analyses, models, and other Deliverables set forth in Exhibit A and written acceptance of such Deliverables by the City.

The Consultant shall promptly notify the City in writing of any circumstance that may materially affect the schedule for performance of the Services. Such notice shall not relieve the Consultant of its obligation to perform in accordance with the Project Schedule unless an adjustment to the schedule is expressly approved in a written amendment to this Contract executed by the City.

No delay, act, or omission by the City, including but not limited to review of Deliverables or coordination among departments, shall be deemed to extend the Project Schedule or constitute a basis for additional compensation unless expressly authorized by written amendment to this Contract.

The Consultant acknowledges that the City's review of draft materials and internal coordination among departments may require additional time, and such review periods shall not constitute a delay in performance, a change in scope, or a constructive change, and shall not entitle the Consultant to any additional compensation unless otherwise expressly authorized by written amendment to this Contract.

X. FORCE MAJEURE

Neither party shall be considered in default of its obligations under this Contract to the extent that performance is prevented or delayed by events beyond the reasonable control of the affected party and not caused by the negligence, fault, or failure to act of the affected party, including but not limited to acts of God, hurricanes, floods, fires, epidemics, war, terrorism, civil disturbances, or governmental orders ("Force Majeure Event").

The party affected by a Force Majeure Event shall provide prompt written notice to the other party of the nature of the event, the anticipated duration of the delay, and the steps being taken to mitigate the impact of the event. Failure to provide such notice within a reasonable time shall preclude the affected party from claiming relief under this Section to the extent the other party is prejudiced thereby,

MINUTES OF AUGUST 25, 2026

The affected party shall use reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance as soon as practicable, including continuing to perform any portions of the Services not affected by the Force Majeure Event.

A Force Majeure Event shall excuse performance only for the duration and to the extent of the impact of the event and shall not entitle the Consultant to any additional compensation, equitable adjustment, or other payment. The Consultant shall not be entitled to payment for Services not performed as a result of a Force Majeure Event.

Any adjustment to the Project Schedule resulting from a Force Majeure Event must be approved in writing by the City and only to the extent directly attributable to the Force Majeure Event.

If a Force Majeure Event continues for a period of more than sixty (60) days, the City may, upon written notice, terminate this Contract without further obligation, except for payment for Services properly performed and accepted prior to the effective date of termination.

XI. OBLIGATIONS OF CITY

A. City Representative. The City shall designate a Department Head or other authorized representative to act on behalf of the City with respect to this Agreement. Such representative shall have authority to transmit instructions, receive information, and communicate the City's policies and decisions regarding the Services under this Agreement. The City's representative shall not have authority to amend or modify the terms of this Contract, including scope, schedule, or compensation, except through a written amendment executed by an authorized signatory of the City.

B. Information and Data. The City shall make available to the Consultant such information and technical data in the City's possession or control as the City reasonably determines is necessary for the Consultant to perform the Services under this Agreement. The Consultant may rely upon such information and data; however, the Consultant shall exercise appropriate professional judgment in the use of such information and shall promptly notify the City of any errors, omissions, or inconsistencies discovered. The City makes no representations or warranties as to the accuracy or completeness of such information or data. The Consultant's reliance on such information shall not relieve the Consultant of its obligations under this Contract. The City shall have no liability for any errors, omissions, or inaccuracies in such information or data, and the Consultant's reliance thereon shall not relieve the Consultant of its obligations under this Agreement.

C. Contract Administration. The City's designated representative shall administer this Agreement on behalf of the City and shall perform such administrative functions as are reasonably necessary for the implementation of this Agreement, including but not limited to:

1. Review and approval or rejection of Consultant payment requests; and
2. Periodic review of the Consultant's work and Deliverables during the term of this Agreement.

Any review, approval, acceptance, or payment by the City shall not relieve the Consultant of its responsibility to perform the Services in accordance with this Contract, nor shall it be deemed a waiver of any rights or remedies available to the City,

XII. TERMINATION

A. Termination for Convenience. The City may terminate this Contract at any time upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, the City shall pay the Consultant for Services properly performed and Deliverables accepted by the City up to the effective date of termination. Such payment shall constitute full compensation, and the Consultant shall not be entitled to any additional compensation, including lost profits, overhead on unperformed work, demobilization costs, or consequential damages.

B. Termination for Default. Any material failure of the Consultant to perform in accordance with the requirements of this Contract, as determined by the City and documented by the City's City Executive Director of Public Works, shall constitute a default and sufficient grounds for termination.

1. For defaults that are curable, as determined by the City, the Consultant shall be notified in writing and shall have ten (10) working days from receipt of such notice to cure the default, or such shorter period as the City determines is reasonably necessary under the circumstances.
2. For defaults that are not curable, as determined by the City, the City may terminate this Contract upon written notice effective on a date specified by the City.

C. Conversion to Termination for Convenience. If a termination for default is determined to be improper or invalid for any reason, such termination shall be deemed to be a termination for convenience pursuant to Section XII(A).

D. Mutual Termination. The parties may mutually agree to terminate this Contract; however, any such termination must be confirmed in a written agreement executed by the City. In such event, the City shall pay the Consultant for Services properly performed and Deliverables accepted prior to the effective date termination

E. Abandonment of Services. If the Consultant abandons performance of the Services under this Contract, the City may terminate this Contract upon three (3) calendar days' written notice to the Consultant indicating its intent to do so. In such event, the City may take such actions as it deems necessary to secure completion of the Services. Payment for Services properly performed and Deliverables accepted prior to abandonment shall be made in accordance with this Section.

The Consultant shall submit all outstanding invoices within one hundred eighty (180) days following termination. Invoices submitted after this period may be rejected by the City.

F. Consultant Termination Rights. The Consultant may terminate this Contract only if the City fails to pay a properly submitted and undisputed invoice within ninety (90) calendar days after approval by the City's City Executive Director of Public Works, or if the Project is suspended by the City for a continuous period exceeding ninety (90) calendar days. The Consultant shall have no right to suspend or delay performance of the Services pending any such termination.

G. Right to Withhold Payment. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City may withhold payment in whole or in part, if:

1. The quality of the Consultant's work does not conform to the requirements of this Contract;
2. The quantity of work delivered does not correspond to the Consultant's payment request;
3. Claims have been made, or are likely to be made against the City or its property arising from the Consultant's work;
4. The Consultant has caused damage to the City or a third party; or
5. The Consultant has failed or refused to perform any obligation under this Contract.

The City's exercise of its right to withhold payment shall not waive any other rights or remedies available under this Contract or applicable law.

H. Transition and Delivery of Work Product. Upon termination of this Contract for any reason the Consultant shall promptly deliver to the City all work product, Deliverables, data, reports, and materials prepared under this Contract, whether complete or in progress, and shall reasonably cooperate with the City to facilitate an orderly transition of the Services. The Consultant shall not withhold any such materials pending payment or for any other reason.

XIII. DISPUTE RESOLUTION

A. Informal Resolution. In the event of a dispute or claim arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve the dispute through direct discussions between authorized representatives of the parties. If the dispute is not resolved within thirty (30) calendar days after written notice of the dispute by either party, either party may pursue any remedies available at law or in equity.

B. Litigation and Venue. If the dispute cannot be resolved through direct discussions, any dispute, action, or proceeding arising out of or relating to this Agreement shall be exclusively brought in the state courts located in Mobile County, Alabama, or, where proper subject matter jurisdiction exists, in the United States District Court for the Southern District of Alabama. Each party irrevocably submits to the jurisdiction of such courts and waives any objection based on improper venue, lack of personal jurisdiction, or forum non conveniens. The parties agree that no mediation or arbitration shall be required as a condition precedent to litigation unless expressly agreed to in writing by the City.

C. Waiver of Jury Trial. To the fullest extent permitted by law, the Consultant knowingly, voluntarily, and intentionally waives any right to trial by jury in any litigation arising out of or relating to this Agreement.

D. Governing Law. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws principles.

E. Continued Performance. Unless otherwise directed in writing by the City, the Consultant shall continue to perform its obligations under this Agreement during the pendency of any dispute or claim arising under this Agreement. The existence of a dispute, including any dispute regarding payment, shall not relieve the Consultant of its obligation to continue performance unless this Contract is terminated in accordance with Section XII. Failure to continue performance as required by this Section shall constitute a material breach of this Contract. The Consultant shall not suspend, delay, or withhold performance of Services for any reason, including any dispute regarding payment, unless this Agreement is terminated in accordance with Section XII.

XIV. CONSULTANT WARRANTY/ STANDARD OF CARE

A. Professional Services Standard. The Consultant shall perform all Services under this Agreement using that degree of care, skill, and diligence ordinarily exercised by qualified professionals performing similar services under similar circumstances. All Services shall be performed by qualified personnel in a professional and workmanlike manner.

B. Compliance With Contract Requirements. The Consultant shall perform the Services in strict accordance with the scope of services, specifications, and requirements set forth in this Agreement and its exhibits. The City shall have the right to reject any Services or Deliverables that do not conform to such requirements.

C. Compliance With Laws. The Consultant shall perform all Services in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

D. Correction of Deficient Services. If the City determines that any Services or Deliverables do not conform to the requirements of this Agreement, the City shall provide written notice describing the deficiency. Upon receipt of such notice, the Consultant shall, within a timeframe specified by the City, promptly correct or re-perform the deficient Services at no additional cost to the City. The Consultant's obligation to correct deficient Services shall apply notwithstanding any prior review, approval, acceptance, or payment by the City.

E. Methodology Support of Study Findings. The Consultant represents that the analyses, models, assumptions, and recommendations contained in the study prepared under this Agreement are based upon generally accepted professional methodologies appropriate for governmental cost-of-service and user fee studies and are internally consistent and supported by the underlying data and calculations and prepared in

accordance with generally accepted professional standards applicable to governmental cost-of-service and user fee studies

XV. SUSPENSION/STOP WORK ORDER

A. Suspension of Services. The City may, at any time, by written notice to the Consultant, require the Consultant to temporarily suspend all or part of the Services under this Agreement. Upon receipt of such notice, the Consultant shall immediately comply with the terms of the suspension, shall cease performance of the suspended Services, and shall continue performance of any non-suspended Services unless otherwise directed by the City. The Consultant shall take all reasonable steps to minimize costs and protect and preserve all work product, Deliverables, and materials during the period of suspension.

B. Resumption of Services. The Consultant shall not resume suspended Services until directed to do so in writing by the City. Any resumption of Services shall be subject to the terms of this Contract and any written direction issued by the City.

C. City Options During Suspension. The City may, at its option, cancel the suspension and direct the Consultant to resume Services, adjust the Project Schedule, or terminate this Agreement in accordance with the termination provisions contained herein.

D. Compensation During Suspension. Unless otherwise expressly authorized in a written amendment executed by the City and the Consultant, the Consultant shall not be entitled to any additional compensation, damages, equitable adjustment, or costs arising out of or related to the suspension of Services. The City shall only be obligated to pay for Services properly performed and Deliverables accepted prior to the effective date of suspension, and for any Services expressly authorized in writing during the suspension period.

E. Extended Suspension. If the suspension continues for more than ninety (90) calendar days, the Consultant may submit a written request that the City either authorize resumption of the Services or terminate this Agreement. Any decision to resume Services, adjust the Project Schedule, or terminate this Agreement shall be at the sole discretion of the City. The Consultant shall not be entitled to terminate this Agreement or recover any additional compensation as a result of such suspension.

XVI. NOTICES

A. Designated Representatives. The City's authorized representative for purposes of this Agreement shall be:

City: City of Mobile
Shonnda Smith
205 Government Street
Mobile, AL 36602

B. Method of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be deemed sufficient if delivered:

1. By hand delivery
2. By United States certified mail, return receipt requested, postage prepaid;
3. by a nationally recognized overnight delivery service; or
4. By electronic mail (email), provided that confirmation of transmission or receipt is obtained.

C. Effective Date of Notice. Notices shall be deemed effective:

- Upon delivery, if delivered by hand;
- Three (3) business days after deposit in the United States mail;
- One (1) business day after deposit with an overnight delivery service; or
- On the date of transmission, if sent by email with confirmation of transmission or receipt.

Refusal to accept delivery, failure to claim mailed notice, or failure to acknowledge receipt of email shall not invalidate the effectiveness of such notice.

D. Change of Address or Representative. Either party may change its designated representative or address for notice by providing written notice in accordance with this Section. Such change shall not be effective until receipt of such notice by the other party.

XVII. DEFAULT

The occurrence of any of the following shall constitute a material default under this Agreement:

1. Failure of the Consultant to materially perform the Services in accordance with the terms of this Agreement;
2. Failure to meet required deadlines or schedules in accordance with the Project Schedule;
3. Failure to perform the Services in accordance with the professional standard of care set forth in this Agreement;
4. Failure to comply with applicable federal, state, or local laws or regulations;
5. Misrepresentation, falsification, or material omission of information provided to the City;
6. Failure to procure or maintain required insurance coverage;
7. Unauthorized assignment or transfer of this Agreement or any interest herein;
8. Failure to correct deficiencies or cure a default after receiving written notice from the City and expiration of any applicable cure period; or
9. Failure to comply with any other material obligation under this Agreement.

XVIII. CITY REMEDIES

Upon the occurrence of a default, the City may, in its sole discretion, exercise any rights or remedies available under this Agreement or at law or in equity, including but not limited to:

1. Requiring the Consultant to cure the default within a specified period;
2. Performing or arranging for performance of the Services and recovering from the Consultant all reasonable costs and expenses thereof, including administrative, legal, and related costs incurred by the City;
3. Terminating the Agreement in accordance with the termination provisions contained herein;
4. Seeking recovery of all damages resulting from the default;
5. Withholding payment of any sums otherwise due under this Agreement until the default has been cured to the satisfaction of the City; and
6. Offsetting any amounts owed by the Consultant against any amounts otherwise due to the Consultant under this Agreement or any other agreement with the City.

The rights and remedies of the City set forth herein are cumulative and in addition to any other rights or remedies available at law or in equity.

Failure of the City to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of the right to enforce such provision thereafter, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof.

XIX. FUTURE CONTRACT ELIGIBILITY

Failure of the Consultant to perform in accordance with the terms and conditions of this Agreement, including failure to meet schedule requirements, provide acceptable Deliverables or comply with applicable laws and Contract requirements, may be considered by the City in evaluating the Consultant's responsibility, qualifications, and past performance for purposes of future contract awards.

Such performance issues may also be considered by the City in determining whether to suspend or debar the Consultant from participation in future City contracts, in accordance

MINUTES OF AUGUST 25, 2026

with applicable Alabama law and City policies. Any such determination shall be made in accordance with applicable procedures and due process requirements.

XX. PEER REVIEW

The City reserves the right, at its sole discretion, to engage independent experts to conduct peer reviews of the analyses, methodologies, models, assumptions, calculations, and recommendations prepared under this Agreement.

The Consultant shall fully cooperate with such review, including providing prompt and complete access to all relevant documentation, data, work papers, calculations, assumptions and electronic models used in the preparation of the Deliverables, in a format reasonably requested by the City.

The Consultant shall, at no additional cost to the City, promptly respond to reasonable comments and questions arising from such peer review and shall correct, revise, or supplement the Deliverables as necessary to address any deficiencies identified that reflect non-compliance with the requirements of this Agreement.

The cost of any peer review conducted by the City shall be borne by the City; however, the Consultant shall not be entitled to any additional compensation, equitable adjustment, or extension of time as a result of such peer review unless expressly authorized in a written amendment to this Contract.

Peer review by the City or its consultants shall not relieve the Consultant of its responsibility for the accuracy, completeness, or compliance of the Services or Deliverables under this Agreement.

XXI. ANTI-BOYCOTT CERTIFICATION

Pursuant to Ala Code§ 41-16-5, the Consultant represents and certifies that it is not currently engaged in and agrees that for the duration of this Agreement it will not engage in, a boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade, as defined in § 41-16-5, Code of Alabama (1975). The Consultant acknowledges that a breach of this certification may result in termination of this Agreement and any other remedies available under applicable law.

XXII. NON-DISCRIMINATION

The Consultant shall comply with all applicable federal, state, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034.

Without limiting the foregoing, the Consultant shall not discriminate on the basis of race, creed, color, national origin, disability, or any other classification protected by law, shall require all subcontractors to comply with the same requirements, and shall make every reasonable effort to ensure that fifteen percent (15%) of the work performed under this Agreement is awarded to socially and economically disadvantaged individuals and business entities, in accordance with applicable law and City policy.

Failure to comply with this Section may constitute a material breach of this Agreement.

XXIII. COMPLIANCE WITH IMMIGRATION LAW

By entering into this Agreement, the Consultant represents and certifies that, for the duration of this Agreement, it will not violate federal immigration law and will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Pursuant to Ala. Code§ 31-13-9, if the Consultant employs one or more employees within the State of Alabama, the Consultant shall provide documentation establishing that it is enrolled in the E-Verify program and shall maintain such enrollment for the duration of this Agreement.

MINUTES OF AUGUST 25, 2026

The Consultant shall require all subcontractors performing work under this Agreement to comply with the requirements of this Section.

A violation of this Section shall constitute a material breach of this Agreement, and the Consultant shall be responsible for all damages resulting therefrom, in addition to any other remedies available to the City under this Agreement or applicable law.

XXIV. MISCELLANEOUS

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

B. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties and does not create any rights, privileges, or causes of action in any third party. Notwithstanding the foregoing, the parties acknowledge that Deliverables are intended to be relied upon by the City and may be disclosed to and relied upon by third parties for governmental, regulatory, and policy purposes without creating contractual privity or limiting the Consultant's obligations under this Agreement.

C. Time of the Essence. Time is of the essence with respect to each and every aspect of the Consultant's performance under this Contract

D. Cumulative Remedies. The rights and remedies of the City provided under this Agreement are cumulative and in addition to any other rights and remedies available at law or in equity.

E. Joint and Several Liability. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable under this Agreement

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

G. Authority. The parties represent and warrant that they are duly authorized to enter into and perform this Agreement and that the individuals executing this Agreement have full authority to bind the respective parties.

H. No Waiver by Payment or Acceptance. The City's review, approval, acceptance of, or payment for Services shall not constitute a waiver of any rights or remedies under this Agreement.

I. Headings. Section and paragraph headings are for convenience only and shall not affect the interpretation of this Agreement.

J. Independent Drafting. This Agreement has been reviewed and negotiated by both parties, and no provision shall be construed against either party as the drafter.

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

L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument

M. Amendment and Waiver. This Agreement may be amended only by a written amendment executed by the City and the Consultant. No waiver of any provision shall be effective unless in writing. No waiver of any breach shall be deemed a waiver of any subsequent breach_

N. Attorney's Fees and Costs. If the City is required to enforce this Agreement due to a breach by the Consultant, the Consultant shall reimburse the City for all reasonable attorneys' fees and costs incurred to the extent permitted by Alabama law.

O. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity of the City, its officials, or employees.

P. Assignment. The Consultant shall not assign, transfer, or convey this Agreement, or any interest herein, without the prior written consent of the City, which may be granted or withheld in the City's sole discretion. The Consultant shall not assign or transfer any claim, cause of action, or right to payment under this Agreement without the prior written consent of the City.

EXHIBIT A: SCOPE OF SERVICES

Scope of Work. The Scope of Work will include, but shall not be limited to, the following activities:

- Project Management, Africatown Welcome Center
 - assist in developing and maintaining an overall project timeline, milestones, and key deadlines,
 - monitor project activities and coordinate with responsible parties to help ensure timelines and deliverables are met,
 - identify and facilitate strategic national and international relationships that may support the Welcome Center's programming, exhibits, and partnerships
 - prepare and provide routine project communications, status updates, and briefing materials to the Council and, when appropriate, the public
 - monitor agreed-upon deliverables, identify delays or emerging issues, and assist with resolving barriers that may affect project completion, and
 - attend and support weekly internal project meetings, including documenting action items, responsible parties, and follow-up requirements.
- - Summer Jobs Programming
 - Create annual process timeline
 - Create implementation checklist
 - Outreach
 - Set up spaces to discuss upcoming programming
 - Content development assistance
- Fall Internship Programming
 - Outreach
 - Set up spaces to discuss upcoming programming
 - Content development assistance
 - Manage applications
 - Execute placements
 - Develop and execute evaluations
- Partnership Planning (Increase corporate partners)
 - Build target list
 - Relationship cultivation
 - Assist in target marketing
 - Partnership Development

Specific Deliverables

1. Comprehensive Project Timeline and Milestone Tracker

Develop and maintain a project schedule identifying major activities, deadlines, responsible parties, dependencies, and critical milestones leading to the opening of the Africatown Welcome Center.

2. Monthly Project Status Report

Provide a written monthly report to Council summarizing progress toward milestones, completed and outstanding deliverables, status of partnership/relationship development, upcoming deadlines, identified risks or delays, and recommended corrective actions.

3. Strategic Partnership and Relationship Development Report

Identify, connect, and document engagement with relevant national and international organizations, institutions, subject-matter experts, cultural partners, or other stakeholders that could strengthen the Welcome Center and its mission.

4. Communications and Executive Update Materials

Prepare periodic briefing documents, written updates, talking points, and public-facing project information in support of monthly Africatown Steering Committee Meetings to keep Council and appropriate stakeholders informed of progress toward completion and opening.

Project reports will be submitted with monthly invoices.

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

Ayes: Penn, Ingram, Small, Reynolds, 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, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

AUTHORIZE AGREEMENT WITH AT&T ENTERPRISES, LLC FOR WIRELESS CELLULAR VOICE AND DATA SERVICES AND EQUIPMENT FOR THREE YEARS.

The following resolution which was introduced and read at the regular meeting of August 18, 2026 and held over until the regular meeting of August 25, 2026, was called up by the Presiding Officer.

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.

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, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

AUTHORIZE AGREEMENT WITH ALABAMA POWER COMPANY FOR ELECTRICAL SERVICES AT THE MOBILE MUSEUM OF ART.

The following resolution which was introduced and read at the regular meeting of August 18, 2026 and held over until the regular meeting of August 25, 2026, was called up by the Presiding Officer.

RESOLUTION: 01-877-2026

MINUTES OF AUGUST 25, 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.

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, Reynolds, Fleming, Woods, and Gregory

Nays: None

The vote was then announced by the Assistant 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 which was introduced and read at the regular meeting of August 18, 2026 and held over until the regular meeting of August 25, 2026, was called up by the Presiding Officer.

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
<u>16355</u>	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) <u>ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC</u>

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, Reynolds, Fleming, Woods, and Gregory

Nays: None

The vote was then announced by the Assistant 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 which was introduced and

MINUTES OF AUGUST 25, 2026

read at the regular meeting of August 18, 2026 and held over until the regular meeting of August 25, 2026, was called up by the Presiding Officer.

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

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

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

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 which was introduced and read at the regular meeting of August 18, 2026 and held over until the regular meeting of August 25, 2026, was called up by the Presiding Officer.

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

MINUTES OF AUGUST 25, 2026

Amount: NTE: \$695,000.00

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, Reynolds, Fleming, Woods, and Gregory
Nays: None

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

AUTHORIZE CONTRACT WITH SAMSARA, INC. TO PROVIDE FLEET VEHICLE CAMERA SERVICES AND EQUIPMENT FOR TWO YEARS; NTE \$1,400,000.00. The following resolution which was introduced and read at the regular meeting of August 18, 2026 and held over until the regular meeting of August 25, 2026, was called up by the Presiding Officer.

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.

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, Reynolds, Fleming, Woods, and Gregory
Nays: None

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

CONSIDER THE APPLICATION OF KECARES 4U, LLC FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN SERVICE. The following resolution which was introduced and read at the regular meeting of August 18, 2026 and held over until the regular meeting of August 25, 2026, was called up by the Presiding Officer.

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.

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, Reynolds, Fleming, Woods, and Gregory
Nays: None

MINUTES OF AUGUST 25, 2026

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

CONSIDER THE APPLICATION OF MIDTOWN CART TRANSPORATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A GOLF CART SERVICE. The following resolution which was introduced and read at the regular meeting of August 18, 2026 and held over until the regular meeting of August 25, 2026, was called up by the Presiding Officer.

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.

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, Reynolds, Fleming, Woods, and Gregory
Nays: None

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

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 which was introduced and read at the regular meeting of August 18, 2026 and held over until the regular meeting of August 25, 2026, was called up by the Presiding Officer.

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.

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, Reynolds, Fleming, Woods, and Gregory
Nays: None

The vote was then announced by the Assistant 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 Penn moved for the suspension of the rules to consider consent resolutions 03-897 through 60-918, being introduced for the first time, except for 37-903. The motion was seconded by Councilmember Reynolds and the vote was as follows:

MINUTES OF AUGUST 25, 2026

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

The Presiding Officer declared unanimous consent granted for the items.

CONSENT RESOLUTIONS BEING INTRODUCED

APPOINT VIRGINIA BEHLAN, DR. ALISON HENRY, STEPHEN MCNAIR, JOAN HOFFMAN, WEATHERS BOLT, SYDNEY CRAMER, JOSH COMINGORE, AND DAVID THOMAS TO THE MOBILE HISTORIC DEVELOPMENT COMMISSION. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 03-897-2026

Sponsored by: Mayor Cheriogotis

WHEREAS, Spiro Cheriogotis, Mayor, pursuant to Mobile City Code Section 44-72, has nominated the below named individuals to serve on the Mobile Historic Development Commission:

BE IT RESOLVED THAT THE CITY COUNCIL FOR THE CITY OF MOBILE hereby appoints the following individuals to serve on the Mobile Historic Development Commission, as follows:

Virginia Behlan effective August 31, 2026 for a 3-year term ending December 31, 2029.
Dr. Alison Henry effective August 31, 2026 for a 3-year term ending December 31, 2029.
Stephen McNair effective August 31, 2026 for a 3-year term ending December 31, 2029.
Joan Hoffman effective August 31, 2026 for a 3-year term ending December 31, 2029.
Weathers Bolt effective August 31, 2026 for a 3-year term ending December 31, 2029.
Sydney Cramer effective August 31, 2026 for a 3-year term ending December 31, 2029.
Josh Comingore effective August 31, 2026 for a 3-year term ending December 31, 2029.
David Thomas effective August 31, 2026 for a 3-year term ending December 31, 2029.

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

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

AUTHORIZE THE MAYOR TO APPLY, ACCEPT, AND RECEIVE A GRANT FROM THE COMMUNITY FOUNDATION OF ALABAMA FOR THE 2026 COMMUNITY FOUNDATION RESILIENCE INVITATION; \$30,000.00 (NO LOCAL MATCH). The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 31-898-2026

Sponsored by: Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Community Foundation of South Alabama, grant assistance up to the amount of \$30,000.00 under the 2026 Resilience Invitation Grant program, to fund a native seed mixture pilot program to test multiple native seed mixtures for erosion control, maintenance reduction, and beautification of unprogrammed areas throughout the City of Mobile. This award requires no local match.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the

MINUTES OF AUGUST 25, 2026

grant application and to provide any information required by the Community Foundation of South Alabama. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

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

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

AUTHORIZE THE MAYOR TO APPLY, ACCEPT, AND RECEIVE A GRANT TO THE U.S. DEPARTMENT OF TRANSPORTATION'S FEDERAL HIGHWAY ADMINISTRATION FUNDING OPPORTUNITY FOR STOPPING THREATS ON PEDESTRIANS COMPETITIVE GRANT PROGRAM TO SUPPORT THE INSTALLATION OF BOLLARD SAFETY FEATURES IN THE DOWNTOWN AREA; \$3,000,000.00 (NO LOCAL MATCH). The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 31-899-2026

Sponsored by: Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Community Foundation of South Alabama, grant assistance up to the amount of \$30,000.00 under the 2026 Resilience Invitation Grant program, to fund a native seed mixture pilot program to test multiple native seed mixtures for erosion control, maintenance reduction, and beautification of unprogrammed areas throughout the City of Mobile. This award requires no local match.

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

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

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

RECOMMEND APPROVAL TO THE ABC BOARD FOR ISSUANCE OF A RETAIL BEER/TABLE WINE (OFF PREMISES ONLY) LICENSE TO HOP IN CONVENIENCE STORE; \$3000 OLD SHELL ROAD. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 37-900-2026

Sponsored by: Councilmember Penn

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

MINUTES OF AUGUST 25, 2026

Type of application: Retail Beer/Table Wine (Off Premises Only) License
Submitted by: Om Shree Ganesh, LLC
Location: Hop In Convenience Store
3000 Old Shell Road, Suite B
Mobile, Al 36607

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

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

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

RECOMMEND APPROVAL TO THE ABC BOARD FOR ISSUANCE OF A SPECIAL EVENTS RETAIL LICENSE TO THE JIMMY BUFFETT EXPERIENCE GRAND OPENING; 155 S. WATER STREET. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 37-901-2026

Sponsored by: Councilmember Ingram

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

Type of application: Special Events Retail License
Submitted by: Bottles Up Mobile, Inc.
Location: The Jimmy Buffet Experience Grand Opening
155 S. Water Street
Mobile, Al 36602

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

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

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

RECOMMEND APPROVAL TO THE ABC BOARD FOR ISSUANCE OF A SPECIAL EVENTS RETAIL LICENSE TO PORT CITY CLASSIC; 1621 VIRGINIA STREET. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 37-902-2026

Sponsored by: Councilmember Ingram

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

Type of application: Special Events Retail License

MINUTES OF AUGUST 25, 2026

Submitted by: El Jefe House of Cigars, LLP

Location: Port City Classic
1621 Virginia Street
Mobile, Al 36604

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

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

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

RECOMMEND APPROVAL TO THE ABC BOARD FOR ISSUANCE OF A SPECIAL RETAIL – MORE THAN 30 DAYS LICENSE TO SWEET DREAMS HAUNTED ATTRACTION; 811 ST. FRANCIS STREET. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 37-903-2026

Sponsored by: Councilmember Ingram

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

Type of application: Special Retail – More than 30 Days License

Submitted by: Sweet Dreams, LLC

Location: Sweet Dreams Haunted Attraction
811 Saint Francis Street
Mobile, Al 36602

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

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

The vote was then announced by the Assistant City Clerk, whereupon the Presiding Officer declared the resolution held over for one week until the regular meeting of September 1, 2026.

DECLARE THE STRUCTURE AT 619 SUMMERVILLE STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 40-904-2026

Sponsored by: Councilmember Penn

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at 619 SUMMERVILLE STREET has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

MINUTES OF AUGUST 25, 2026

WHEREAS, the Code Official has identified the following factors, in accordance with Section 4, Subsection 5 of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, 14 and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at 619 SUMMERVILLE STREET described as:

LOT 51 1ST UNIT SUMMERLAND HEIGHTS MBK 6 P 429 #SEC 42 T4S R1W #MP29 07 42 0 002

Parcel Number: 29 07 42 O 002109

Last Assessed to: ACCOMMODATION FOR YOUR LLC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

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

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

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

DECLARE THE STRUCTURE AT 612 CEDAR AVENUE A PUBLIC NUISANCE AND ORDER IT DEMOLISHED. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 40-905-2026

Sponsored by: Councilmember Ingram

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at 612 CEDAR AVENUE has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with Section 4, Subsection 5 of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A -No. 1, 3, 4, 5, 7 and 14; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

MINUTES OF AUGUST 25, 2026

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at 612 CEDAR AVENUE described as:

LOT 7 BLK 9 STRAUSS 2ND ADD TO WOLFE HGTS MBK 2 P53 #SEC 13 T4S R1W#MP29 0613 0 003

Parcel Number: 29 06 13 0 0Q3153

Last Assessed to: FOWLER ERIC J

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

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

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

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

DECLARE THE STRUCTURE AT 1213 CHINQUAPIN STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 40-906-2026

Sponsored by: Councilmember Ingram

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at 1213 CHINQUAPIN STREET has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with Section 4, Subsection 5 of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 2, 3, 4, 5, 7, 8, 14 and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at 1213 CHINQUAPIN STREET described as:

LOT 16 BLK 33 FISHER TRT DBK 22/332 AS FOLLS BEG AT PT ON SIL CHINQUEPIN ST 100 FT E OF SE COR CHINQUEPIN & HICKORY STS RUN TH ELY ALG SIL OF CHINQUEPIN ST 50 FT FOR FRONT TH EXT SLY BET PAR LINES 110 FT FOR DEPTH EQUAL WIDTH IN REAR AS IN FRONT #SEC 13 T4S R1W #MP29 0613 0 002

MINUTES OF AUGUST 25, 2026

Parcel Number: 29 06 13 O 002 030

Last Assessed to: REED TANISHA LAVARRA

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

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

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

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

DECLARE THE STRUCTURE AT 266 KENNEDY STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 40-907-2026

Sponsored by: Councilmember Ingram

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at 266 KENNEDY STREET has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with Section 4, Subsection 5 of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A -No. 3, 4, 5, 7, 8, 14 and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at 266 KENNEDY STREET described as:

THE W 112 OF LOT 6 SQ 23 OF CAMP GROUND TRT SD LOT HAVING A FRONT ON KENNEDY ST OF 50 FT & A DEPTH ON ADAMS ST OF 120 FT BEING SECOR OF ADAMS & KENNEDY. ST #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 O 004 499

Last Assessed to: EAST MOLLIE B

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

MINUTES OF AUGUST 25, 2026

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

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

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

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

DECLARE THE STRUCTURE AT 1120 PARTRIDGE STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 40-908-2026

Sponsored by: Councilmember Ingram

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at 1120 PARTRIDGE STREET has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with Section 4, Subsection 5 of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 7, 8, 14 and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at 1120 PARTRIDGE STREET described as:

THE W 112 OF LOT 6 SQ 23 OF CAMP GROUND TRT SD LOT HAVING A FRONT ON KENNEDY ST OF 50 FT & A DEPTH ON ADAMS ST OF 120 FT BEING SE COR OF ADAMS & KENNEDY ST #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 10 28 4 004 066

Last Assessed to: JONES IDA MAE C/O MARY CARMEN WILLIAMS

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

MINUTES OF AUGUST 25, 2026

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

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

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

DECLARE THE STRUCTURE AT 303 RYLANDS STREET A PUBLIC NUISANCE AND ORDER IT DEMOLISHED. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 40-909-2026

Sponsored by: Councilmember Ingram

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at 303 RYLANDS STREET has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with Section 4, Subsection 5 of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8 and 14; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at 303 RYLANDS STREET described as:

LOT OF LAND ON W/S OF RYLANDS. LN BDED BY A LINE DESC AS BEG AT NW COR OF CONGRESS ST & RYLANDS LN TH RUN N ALG W/L OF RYLANDS LN 412.1 FT TOPT WHICH IS POB TH RUN N ALG RYLANDS LN 26.1 FT TO PT TH WITH A DEFL ANG TO LT OF 90 DEG 32 MIN RUN W ALG LINE OF FENCE 158 FT TO PT WITH A DEFL ANG TO LT OF 89 DEG 28 MIN RUN SLY ALG LINE OF FENCE 26.1 FT TO PT TH WITH A DEFL ANG TO LT OF 90 DEG 32 MIN RUN ELY ALG LINE OF FENCE 158 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel Number: 29 07 25 0 005 007

Last Assessed to: WALLACE EZZIE CHARLES C/O COX MYESHIA L

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

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

MINUTES OF AUGUST 25, 2026

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

DECLARE WEEDS NOXIOUS, GROUP 1682. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 58-910-2026

Sponsored by: Mayor Cheriogotis

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1682** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **29th day of September, 2026**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

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

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

ASSESS COSTS FOR REMOVAL OF WEEDS, REPEAT WEED LIEN GROUP #105.

The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 58-911-2026

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 **Repeat Weed Lien Group 105** 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 Gregory moved to adopt the resolution, which was seconded by Councilmember Ingram and the vote was as follows:

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

DETERMINE AN APPROPRIATION TO LIBERTY FOUNDATION SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT.

The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 60-912-2026

Sponsored by: Councilmember Penn

WHEREAS, Councilmember Penn wishes to appropriate \$1,000.00 to Liberty Learning Foundation from the District 1 Discretionary Fund (10041020 42080); and

MINUTES OF AUGUST 25, 2026

WHEREAS, Liberty Learning Foundation, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Liberty Learning Foundation will be used to assist with upcoming events.

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

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

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

DETERMINE AN APPROPRIATION TO KINGDOM COVENANT CONNECTIONS SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 60-913-2026

Sponsored by: Councilmember Fleming

WHEREAS, Councilmember Fleming wishes to appropriate \$500.00 to Kingdom Covenant Connections, from the District 5 Discretionary Fund (10041020 42080); and

WHEREAS, Kingdom Covenant Connections, 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 Kingdom Covenant Connections will be used to assist with upcoming spring events.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of \$500.00 Kingdom Covenant Connections, 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 Gregory moved to adopt the resolution, which was seconded by Councilmember Ingram and the vote was as follows:

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

DETERMINE AN APPROPRIATION TO GULF CITY GOLFERS, INC. SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 60-914-2026

Sponsored by: Councilmember Gregory

WHEREAS, Councilmember Gregory wishes to appropriate \$300.00 to Gulf City Golfers, Inc. from the District 7 Discretionary Fund (10041020 42080); and

WHEREAS, Gulf City Golfers, Inc. is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Gulf City Golfers, Inc. will be used to assist with the 66th Annual Charity Golf Tournament.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of \$300.00 to Gulf City Golfers, Inc. for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

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

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

DETERMINE AN APPROPRIATION TO THE COURTYARDS AT MAGNOLIA GROVE PROPERTY OWNER'S ASSOCIATION, INC. SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 60-915-2026

Sponsored by: Councilmember Gregory

WHEREAS, Councilmember Gregory wishes to appropriate \$1,500.00 to The Courtyards at Magnolia Grove Property Owners Association, Inc. from the District 7 Discretionary Fund (10041020 42080); and

WHEREAS, The Courtyards at Magnolia Grove Property Owners Association, Inc. is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to The Courtyards at Magnolia Grove Property Owners Association, Inc. will be used to assist with the beautification project.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of \$1,500.00 to The Courtyards at Magnolia Grove

MINUTES OF AUGUST 25, 2026

Property Owners Association, Inc. for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

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

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

DETERMINE AN APPROPRIATION TO THE CLAUDIA LEATHERWOOD LEGACY FOUNDATION, INC. SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 60-916-2026

Sponsored by: Mayor Cheriogotis

WHEREAS, Mayor Cheriogotis wishes to appropriate \$5,000.00 to Claudia Leatherwood Legacy Foundation, Inc., from District 8 Discretionary Fund (10040580 42080); and

WHEREAS, Claudia Leatherwood Legacy Foundation, Inc. is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Claudia Leatherwood Legacy Foundation Inc. will be used to assist with programs involving mental health therapy, families affected by violent crimes, and at-risk youth mentorships to provide leadership skills and conflict resolution tools 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 \$5,000.00 to Claudia Leatherwood Legacy Foundation, Inc., for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

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

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

DETERMINE AN APPROPRIATION TO THE MAYNARD 4 FOUNDATION SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 60-917-2026

Sponsored by: Mayor Cheriogotis

MINUTES OF AUGUST 25, 2026

WHEREAS, Mayor Cheriogotis wishes to appropriate \$5,000.00 to The Maynard 4 Foundation, from District 8 Discretionary Fund (10040580 42080); and

WHEREAS, The Maynard 4 Foundation is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to The Maynard 4 Foundation will be used to assist with the Miss Juneteenth America Institute for Scholars and Leaders 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 \$5,000.00 to The Maynard 4 Foundation, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

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

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

DETERMINE AN APPROPRIATION TO THE UNIVERSITY OF SOUTH ALABAMA SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Gregory.

RESOLUTION: 60-918-2026

Sponsored by: Mayor Cheriogotis

WHEREAS, Mayor Cheriogotis wishes to appropriate \$10,000.00 to the University of South Alabama from District 8 Discretionary Fund (10040580 42080); and

WHEREAS, the University of South Alabama, a public body corporate of the State of Alabama, 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 the University of South Alabama will be used to support the Blakenship Scholars Program which event is being held on August 18, 2026, establishing the program and creating an endowment in support of student scholarships for those pursuing a career in conservation enforcement so as to benefit the public at large and the community.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of \$10,000.00 to the University of South Alabama 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 and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

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

MINUTES OF AUGUST 25, 2026

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME.

Councilmember Penn moved for the suspension of the rules to consider resolutions 01-919, 08-922, 08-923, 08-924, 08-925, 08-926, 08-929, 08-930, 08-931, 08-934, and 08-935 being introduced for the first time. The motion was seconded by Councilmember Reynolds and the vote was as follows:

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

The Presiding Officer declared unanimous consent granted for the items.

AUTHORIZE AGREEMENT WITH NIMBLE ENERGY, INC. FOR BUILDING OPERATIONS, UTILITY DATA ANALYTICS AND MANAGEMENT; \$34,700.00.

The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 01-919-2026

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 to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement for Utility Software Subscription Services between the City of Mobile and Nimble Energy, Inc., a Delaware corporation, in the amount of \$34,700.00 for the initial one-year-term, 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 Reynolds moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

AUTHORIZE AGREEMENT WITH NORTH AMERICA FIRE EQUIPMENT COMPANY, INC. FOR UINIFORMS FOR MFRD; NTE \$500,000.00 PER YEAR.

The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 01-920-2026

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 North America Fire Equipment Company, Inc., for uniforms for Mobile Fire Rescue Department, in an amount not to exceed \$500,000.00 per year, as appropriated funds are available, for one year, renewable for two additional one year periods, then further renewable on a month-to-month basis, without further approval by Council, as outlined in the agreement amendment 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.

AUTHORIZE RENEWAL OF INDEPENDENT CONTRACTOR SERVICES AGREEMENT WITH THOMPSON ENGINEERING, INC. FOR EMBEDDED ENGINEERING AND PROJECT MANAGEMENT SUPPORT; \$421,789.92. The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 01-921-2026

Sponsored by: Mayor Cheriogotis

A RESOLUTION AUTHORIZING THE RENEWAL OF THE INDEPENDENT CONTRACTOR SERVICES AGREEMENT WITH THOMPSON ENGINEERING, INC. FOR EMBEDDED ENGINEERING AND PROJECT MANAGEMENT SUPPORT

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

The Mayor is hereby authorized, on behalf of the City of Mobile, to execute a First Renewal and Ratification Agreement with Thompson Engineering, Inc. for the continued provision of embedded engineering and project management support for the period August 1, 2026 through July 31, 2027, for a total amount not to exceed \$421,789.92, substantially in the form on file with the City Clerk.

The City Council further approves and ratifies the continuation of services provided by Thompson Engineering, Inc. beginning August 1, 2026, pending completion and execution of the First Renewal and Ratification Agreement, with compensation for such services included within, and not in addition to, the total not-to-exceed amount of \$421,789.92 authorized for the renewal term.

The necessary funds for the foregoing services are hereby authorized and appropriated from funds lawfully available for such purpose.

APPROVE PURCHASE ORDER TO BEST PRICE SERVICES, LLC FOR STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL, ZEIGLER BOULEVARD TO THREE MILE CREEK; \$21,500.00. The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 08-922-2026

Sponsored by: Mayor Cheriogotis and Councilmember Gregory

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
<u>16934</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – ZIEGLER BLVD TO THREE MILE CREEK (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$21,500.00	<u>(292420) BEST PRICE SERVICES LLC</u>

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

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

MINUTES OF AUGUST 25, 2026

Nays: None

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

APPROVE PURCHASE ORDER TO GODWIN LAND SOLUTIONS, LLC FOR STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL, WEST MOBILE REGIONAL LIBRARY TO SOUTH UNIVERSITY BOULEVARD; \$27,000.00. The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 08-923-2026

Sponsored by: Mayor Cheriogotis and Councilmember Reynolds

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
<u>16932</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – WEST MOBILE REGIONAL LIBRARY TO SOUTH UNIVERSITY BLVD (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$27,000.00	(30080) <u>GODWIN LAND SOLUTIONS</u>

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

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

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

APPROVE PURCHASE ORDER TO J J QUALITY HOMES, LLC FOR STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL; ORANGEBURG DRIVE, N. RIGHT OF WAY BETWEEN ANDERS DRIVE AND GREENWAY DRIVE N.; \$29,372.40. The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 08-924-2026

Sponsored by: Mayor Cheriogotis and Councilmember Gregory

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:

MINUTES OF AUGUST 25, 2026

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>15610</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – ORANGEBURG DRIVE NORTH RIGHT OF WAY BETWEEN ANDERS DRIVE AND GREENWAY DRIVE NORTH (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$29,372.40	(298831) JJ QUALITY HOMES LLC

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

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

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

APPROVE PURCHASE ORDER TO PRIME PROFESSIONAL CONCRETE PUMPING AND FINISHING, LLC FOR STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL; BURMA ROAD W., TO DODGE COURT; \$18,900.00. The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 08-925-2026

Sponsored by: Mayor Cheriogotis and Councilmember Reynolds

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
<u>17158</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – BURMA ROAD WEST TO DODGE COURT (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$18,900.00	(299670) PRIME PROFESSIONAL CONCRETE PUMPING & FINISHING LLC

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

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

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

MINUTES OF AUGUST 25, 2026

APPROVE PURCHASE ORDER TO SOUTHERN REALTY MANAGEMENT GROUP, LLC, FOR STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL; DAUPHIN ISLAND PARKWAY TO 2107 HIGHLAND COURT; \$20,000.00. The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 08-926-2026

Sponsored by: Mayor Cheriogotis and Councilmember Small

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
<u>17119</u>	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – DAUPHIN ISLAND PARKWAY TO 2107 HIGHLAND COURT (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	\$20,000.00	<u>(269787) SOUTHERN REALTY MANAGEMENT GROUP, LLC</u>

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

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

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

APPROVE PURCHASE ORDER TO CAPITAL TRACTOR, INC. FOR STEER LOADER WITH ATTACHMENTS FOR MFRD; \$67,534.08. The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 08-927-2026

Sponsored by: Mayor Cheriogotis

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>12821</u>	2026	(1510) FIRE ADMINISTRATION	KUBOTA WHEELED SKID STEER LOADER WITH ATTACHMENTS FOR MFRD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, AT PRICE BELOW STATE CONTRACT)	\$67,534.08	<u>(293637) CAPITAL TRACTOR INC</u>

MINUTES OF AUGUST 25, 2026

APPROVE PURCHASE ORDER TO COVINGTON CIVIL & ENVIRONMENTAL, LLC FOR PUBLIC MARINA OR DOCKING FACILITIES FEASIBILITY STUDY; \$48,900.00.
The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 08-928-2026

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
<u>16892</u>	2026	(2045) MAJOR PROJECTS	PUBLIC MARINA OR DOCKING FACILITIES FEASIBILITY STUDY (PROFESSIONAL SERVICE)	\$48,900.00	<u>(295225) COVINGTON CIVIL & ENVIRONMENTAL, LLC</u>

APPROVE PURCHASE ORDER TO GALLS, LLC FOR HAT AND BREAST BADGES FOR MPD; \$19,029.90. The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 08-929-2026

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
<u>15778</u>	2026	(1530) POLICE ADMIN SERVICES	HAT AND BREAST BADGES FOR MPD (PRICE BELOW BID REQUIREMENT; BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$19,029.90	<u>(70216) GALLS LLC</u>

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

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

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

APPROVE PURCHASE ORDER TO GAMETIME FOR BENCHES AND SHELTER TABLES FOR PARKS DEPARTMENT; \$20,504.00. The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 08-930-2026

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
<u>15411</u>	2026	(2012) PARKS MAINTENANCE	THREE BENCHES AND FIVE ACCESSIBLE SHELTER TABLES FOR PARKS DEPT (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$20,504.00	<u>(289913) GAMETIME</u>

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

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

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

APPROVE PURCHASE ORDER TO MCSWEENEY AUTO GROUP CLANTON, LLC FOR CHEVROLET SILVERADO PICKUP TRUCK FOR ANIMAL SERVICES; \$44,489.52. The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 08-931-2026

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
<u>11899</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	ONE 2026 CHEVROLET SILVERADO 1500 4WD CREW CAB PICKUP TRUCK FOR ANIMAL SERVICES (AL STATE CONTRACT)	\$44,489.52	<u>(299344) MCSWEENEY AUTO GROUP CLANTON LLC</u>

MINUTES OF AUGUST 25, 2026

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

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

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

APPROVE PURCHASE ORDER TO RECONVIEW, LLC FOR CAMERA TRAILERS WITH POWER CAMERA, MAST, AND STORAGE UPGRADES FOR MPD; \$104,330.38.
The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 08-932-2026

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
<u>14713</u>	2026	(1530) POLICE ADMIN SERVICES	TWO RECONVIEW SECURELOT X1 CAMERA TRAILERS WITH APEX POWER, CAMERA, MAST, AND STORAGE UPGRADES FOR MPD (GSA CONTRACT; BID EXEMPT AS RELATED TO SAFETY AND SECURITY OF PERSONS IAW AL CODE 41-16-51(A)(15))	\$104,330.38	<u>(299901)</u> <u>RECONVIEW LLC</u>

APPROVE PURCHASE ORDER TO SAFEWARE, INC. FOR BOMB SUIT WITH HELMET FOR MPD; \$51,096.48. The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 08-933-2026

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:

MINUTES OF AUGUST 25, 2026

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>15248</u>	2026	(2045) MAJOR PROJECTS	MED-ENG EOD 10E BOMB SUIT WITH HELMET FOR MPD (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT; COMPLIANT AS FEDERAL SMALL PURCHASE ACQUISITION)	\$51,096.48	(274594) <u>SAFEWARE INC</u>

APPROVE PURCHASE ORDER TO SAVANT LEARNING SYSTEMS, D/B/A VIRTUAL ACADEMY, FOR ANNUAL SUBSCRIPTION RENEWAL FOR POLICE OFFICER VIRTUAL TRAINING COURSES; \$20,000.00. The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 08-934-2026

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
<u>15559</u>	2026	(1530) POLICE ADMIN SERVICES	ANNUAL SUBSCRIPTION RENEWAL FOR POLICE OFFIER VIRTUAL TRAINING COURSES AND SUPPORT SERVICES FOR MPD (PRICE BELOW BID REQUIREMENT; BID EXEMPT AS SOFTWARE AND PROFESSIONAL SERVICES)	\$20,000.00	(297293) <u>SAVANT LEARNING SYSTEMS DBA VIRTUAL ACADEMY</u>

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

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

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

APPROVE PURCHASE ORDER TO STAR GRAPHICS, INC. TO REPLACE TRANSIT FLEET VEHICLE GRAPHICS; \$230,950.00. The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 08-935-2026

Sponsored by: Mayor Cheriogotis

MINUTES OF AUGUST 25, 2026

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
<u>16996</u>	2026	(2300) ADMINISTRATIVE SERVICES	REPLACE TRANSIT FLEET VEHICLE GRAPHICS FOR 16 BUSES, 11 VANS, 4 SUVS, 12 SEDANS, 18 PARATRANSIT SHUTTLES, AND 1 TROLLEY (SEALED BID 6062; AL CODE 41-16-50(B)(4) COMPETITIVE PRICE QUOTE)	\$230,950.00	(294199) <u>STAR GRAPHICS INC</u>

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

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

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

APPROVE PURCHASE ORDER TO SUNBELT FIRE, INC. FOR COATS AND PANTS WITH THERMAL LINERS AND VAPOR BARRIERS FOR MFRD; \$104,390.00. The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 08-936-2026

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
<u>16944</u>	2026	(1510) FIRE ADMINISTRATION	26 GLOBE G-XCEL TURNOUT COATS AND PANTS WITH THERMAL LINERS AND VAPOR BARRIERS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$104,390.00	(198904) <u>SUNBELT FIRE INC</u>

APPROVE PURCHASE ORDER TO SUNSOUTH, LLC FOR TRACTOR WITH BOOM MOWER FOR STORMWATER DEPARTMENT; \$230,920.80. The following resolution was held over until the regular meeting of September 1, 2026.

MINUTES OF AUGUST 25, 2026

RESOLUTION: 08-937-2026

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
<u>10447</u>	2026	(2050) FLEET MANAGEMENT-GARAGE	JOHN DEERE 6M115 CAB TRACTOR WITH ALAMO 18FT BOOM MOWER FOR STORMWATER DEPT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, MOWER NOT ON STATE CONTRACT)	\$230,920.80	<u>(291912)</u> <u>SUNSOUTH LLC</u>

APPROPRIATE FUNDS IN THE MUNICIPAL GOVERNMENT CAPITAL IMPROVEMENT FUND TO VARIOUS CAPITAL PROJECTS; \$900,00.00. The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 09-938-2026

Sponsored by: Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the sum of *Nine Hundred Thousand Dollars and 00/100 (\$900,000.00)* be appropriated in the Municipal Government Capital Improvement Fund (Fund 2010; Revenue Code CAR01 Annual Capital Trust Revenue) to the following Capital Projects:

- C0932 Citywide Bridge Repairs \$500,000.00
- CWS26 Citywide Small Concrete Repairs \$400,000.00

APPROPRIATE FUNDS IN THE FY2027 REBUILD ALABAMA ALLOCATION TO THE TIGER/SOUTH BROAD STREET PROJECT; \$1,600,000.00. The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 09-939-2026

Sponsored by: Mayor Cheriogotis and Councilmembers Ingram and Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$1,600,000.00 be appropriated in the Rebuild Alabama Special Revenue Fund (Fund 4055) for the following Capital Project.

New: TIGER/South Broad Street \$1,600,000.00

TRANSFER FUNDS FROM GENERAL FUND TO CAPITAL PROJECT NORTH MCGREGOR RECONSTRUCTION; \$250,000.00. The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 09-940-2026

Sponsored by: Mayor Cheriogotis and Councilmember Gregory

MINUTES OF AUGUST 25, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$250,000.00 be reallocated from unassigned General Fund balance to Capital Project (C1028) North McGregor Reconstruction project within the Capital Improvement Funds. Funds will be used for continuation of the N. McGregor Reconstruction project for the roundabout to Springhill Avenue.

AUTHORIZE CHANGE ORDER NO. 5 WITH PL RUSSELL LLC FOR COOPER RIVERSIDE PARK-GREAT LAWN UPGRADES; \$324,409.52 INCREASE. The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 13-941-2026

Sponsored by: Mayor Cheriogotis and Councilmember Ingram

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order No.5 to the contract, by and between the City of Mobile, and the company listed below, for work as outlined in the Change Order No.5 attached hereto and made a part hereof as though set forth in full. A copy of said executed Change Order No.5 is on file in the office of the City Clerk.

Name of Company: PL Russell, LLC

Project Name: Mobile Riverfront Redevelopment, Cooper Riverside Park, Great Lawn Upgrades

Project Number: PR-029-22

Amount: \$324,409.52 (increase)

AUTHORIZE CONTRACT WITH MCELHENNEY CONSTRUCTION COMPANY, LLC FOR N. MCGREGOR AVENUE RECONSTRUCTION ROUNDABOUT TO SPRINGHILL AVENUE; \$1,419,344.43. The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 21-942-2026

Sponsored by: Mayor Cheriogotis and Councilmembers Fleming and Gregory

WHEREAS, bids for sidewalk, curbing, and drainage improvements for district 5 and 7 were received and opened on July 29, 2026.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from McElhenney Construction Co. LLC., contract in the amount of \$1,419,344.43.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by McElhenney Construction Co. LLC.

WHEREAS, no payment obligation shall arise unless and until funds are lawfully available and encumbered in accordance with applicable law.

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: McElhenney Construction Company, LLC

Project Name: N. McGregor Avenue Reconstruction

MINUTES OF AUGUST 25, 2026

(Roundabout to Springhill Avenue)

Project Number: 2025-3005-20

Amount: \$1,419,344.43

AUTHORIZE CONTRACT WITH WATERMARK CONSULTING FOR AFRICATOWN WELCOME CENTER MUSEUM CONTENTS; \$240,954.15. The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 21-943-2026

Sponsored by: Mayor Cheriogotis and Councilmember Ingram

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

Name of Company: Watermark Design Group, LLC

Project Name: Africatown Welcome Center – Museum Contents

Project Number: CL-029-26 (Step A)

Amount: \$240,954.15

AUTHORIZE THE MAYOR TO APPLY, ACCEPT, AND RECEIVE A GRANT FROM THE NATIONAL PARK SERVICE’S LAND AND WATER CONSERVATION FUND FOR THE OUTDOOR RECREATION LEGACY PARTNERSHIP GRANT FOR PHASE 2 OF BROOKLEY BY THE BAY; \$7,495,000.00 (\$7,495,000.00 MATCH). The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 31-944-2026

Sponsored by: Mayor Cheriogotis and Councilmember Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Land and Water Conservation Fund (LWCF), the Outdoor Recreation Legacy Partnership (ORLP) grant for Phase 2 of Brookley by the Bay in the amount of \$7,495,000.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered, subject to the City Council’s appropriation of necessary match funding, and to sign any agreements or other documents in connection with the grant application and to provide any information required by the LWCF. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council shall appropriate 50% matching funds in the amount of \$7,495,000 in the event this grant is awarded in full.

CONSIDER THE APPLICATION OF ELITE1 STOP SERVICES, LLC FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE. The following resolution was held over until the regular meeting of September 1, 2026.

RESOLUTION: 37-945-2026

MINUTES OF AUGUST 25, 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 Elite1 Stop Services, 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.

CALL FOR PUBLIC HEARINGS

CALL FOR PUBLIC HEARING TO CONSIDER ADOPTION OF THE 2026-2027 GENERAL FUND AND CAPITAL IMPROVEMENT FUND BUDGETS (SCHEDULED FOR SEPTEMBER 8, 2026). The following resolution was introduced by Councilmember Woods.

RESOLUTION: 41-946-2026

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 resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

NOTICE OF HEARING TO CONSIDER ADOPTION OF THE 2026-2027 GENERAL FUND AND CAPITAL IMPROVEMENT FUND BUDGETS

Pursuant to Resolution of the Mobile, Alabama City Council adopted on August 25, 2026, a public hearing will be held on September 8, 2026 at 10:30 a.m., to consider adoption of the 2026-2027 General Fund and Capital Improvement Fund budgets for the City of Mobile, Alabama. The public hearing will be held in the auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the 2026-2027 General Fund and Capital Improvements Fund budgets are adopted.

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

Ayes: Penn, Ingram, Small, Reynolds, Fleming, Woods, and Gregory

Nays: None

This vote was then announced by the Assistant City Clerk, whereupon the Presiding Officer set the date for the public hearing as September 8, 2026.

ANNOUNCEMENTS

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

Councilmember Gregory invited residents to come to Lavretta Park on Thursday, August 27, 2026 before the playground is updated.

Councilmember Gregor said that the Mobile Museum of Art will be opening a new exhibit called, "Gateway: From Graffiti to Gallery" on September 1, 2026.

Councilmember Gregory announced that a Public Safety committee meeting will be held today at 1:00 p.m. to discuss proposed Ordinance 07-033.

Councilmember Small thanked Jennifer Greene and her staff for all their hard work on the Brookley by the Bay project.

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

MINUTES OF AUGUST 25, 2026

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

The vote was then announced by the Assistant City Clerk, whereupon the Presiding Officer declared the regular meeting adjourned at approximately 11:25 a.m.

Adopted:

COUNCIL PRESIDENT

ASSISTANT CITY CLERK