AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, April 2, 2024, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**

   Chaplain Patricia Evans
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   March 26, 2024
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Victoria Hirsch for a waiver of the Noise Ordinance at 1757 Government Street on April 27, 2024, from 5:00 p.m. - 10:00 p.m. (District 2).

   Request of Natasha Abshire for a waiver of the Noise Ordinance at 1609 Green Brook Court on April 20, 2024, from 2:00 p.m. - 10:00 p.m. (District 4).

   Request of Vernon Moody for a waiver of the Noise Ordinance at 4101 Wimbledon Drive W., on April 26, 2024, from 5:30 p.m. - 11:00 p.m. (District 5).

   Request of Yodianne Sanchez for a waiver of the Noise Ordinance at Medal of Honor Park on April 6, 2024, from 1:00 p.m. - 5:00 p.m. (District 6).

   Request of Elizabeth Ervin for a waiver of the Noise Ordinance at Langan Park on April 6, 2024, from 3:00 p.m. - 6:00 p.m. (District 7).
10. **PUBLIC HEARINGS**

Public hearing to rezone property located at 255, 257, and 259 Dogwood Drive from R-1 to B-1 (District 5).

Public hearing to consider an ordinance to amend Article 13, Section 64-13-2 of the Unified Development Code.

Public hearing to declare the structure at 2154 Grove Court a public nuisance and order it demolished (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Mobile Youth Council - Report on the youth summit held in January 2024.

Valenia Green - Questions about excessive business license charges for non-profit businesses.

Kalenski Adams - Cost of police and EMTs for Spring Fling event.

Jill Showers - Economic impact of Spring Fling event.

Mel Showers - Comments about the Spring Fling event in Mobile.

Reverend Tonny Algood - Comments about the City's feeding program for undeserved families in our community.

Reggie Hill - Public safety, Civic Center, and zoning & community development.

12. CONSENT RESOLUTIONS HELD OVER

40-093 Declare the structure at 165 Emogene Place a public nuisance and order it demolished/secured (sponsored by Councilmember Daves).

13. RESOLUTIONS HELD OVER

01-277 Authorize an interim management agreement for the Civic Center and consulting for new arena, with Global Spectrum, L.P., d/b/a OVG 360 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney, and Carleen Stout-Clark, REAM Dept.).

01-278 Authorize agreement with Innovative Training of Youth, Inc., d/b/a STEM NOLA, for Parks & Rec. Dept.; NTE $189,000.00 (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

08-279 Approve purchase order to Cellebrite, Inc. for annual renewal of forensic software for MPD Cyber Division; $366,445.52 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

13-281 Authorize change order and contract amendment with Thompson

Engineering, Inc. for Zeigler Blvd. (Athey - Forest Hill); $154,479.00 increase (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-282 Authorize contract with Geotechnical Engineering Testing, Inc., for geotechnical investigation and materials testing services for design of new construction of Civic Center; $182,500.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

14. ORDINANCES BEING INTRODUCED

64-024 Rezone property located at 255, 257, and 259 Dogwood Drive from R-1 to B-1 (sponsored by Councilmember Daves).

64-025 Consider an ordinance to amend Article 13, Section 64-13-2 of the Unified Development Code (sponsored by Councilmembers Daves and Gregory).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-286 Concur in the appointment of Dr. Reginald Sykes to the Mobile County Board of Human Resources (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

03-287 Reappoint Stewart Brooks to the Electrical Examiners Board (sponsored by Councilmember Woods) (submitted by Lisa C. Lambert, City Clerk).

09-288 Transfer funds from District 2 Discretionary Account to Parks & Recreation General Fund Account to assist with the Boy's and Girl's Club Pancake Breakfast (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

37-289 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Raceway McVay; 3051 Government Blvd. (sponsored by Councilmember Small).

37-290 Recommend approval to the ABC Board for issuance of Retail Beer/Table Wine (Off Premises Only) License to Texaco DIP; 2915 DIP (sponsored by Councilmember Small).

37-291 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to LA Tavern; 5651 Hwy. 90 (sponsored by Councilmember Reynolds).

37-292 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Quicktrip; 5575 Hwy. 90 (sponsored by Councilmember Reynolds).

40-293 Declare the structure at 2154 Grove Court a public nuisance and order it demolished (sponsored by Councilmember Small).

58-294 Declare weeds noxious, Group 1656.

60-295 Determine an appropriation to Old Shell Road School of Creative & Performing Arts serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-296 Determine an appropriation to Secret Scientists for Everyone serves a public purpose and approve payment (sponsored by Councilmembers Carroll and Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-297 Determine an appropriation to Secret Scientist for Everyone serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-298 Determine an appropriation to Dog River Clearwater Revival, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-299 Determine an appropriation to Mobile Regional Senior Community Center Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-300 Determine an appropriation to Windmill Place serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-301 Determine an appropriation to Ransom Ministries, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

16. RESOLUTIONS BEING INTRODUCED

08-302 Approve purchase order to Arcadis US, Inc. for traffic video detection system equipment; $77,855.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-303 Approve purchase order to CDW Government, LLC for annual renewal of network security software licenses; $16,179.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-304 Approve purchase order to Sansom Equipment Co., Inc. for replacement vertical mass for garbage truck; $24,176.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-305 Approve purchase order to SHI International Corp. for annual renewal

of various Citywide software subscriptions; $400,826.12 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-306 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 pickup truck for Inspection Services; $37,652.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-307 Approve purchase order to TimeClock Plus, LLC for annual renewal of timekeeping software subscriptions for various City departments; $33,632.66 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-308 Authorize contract with Protec Video, LLC for management of technology, training, and consulting services; NTE $215,000.00 (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety).

21-309 Authorize contract with Southern Earth Sciences, Inc. for ground water sampling, explosive gas monitoring and reports for C&D Bates Landfill and Hickory Street Landfill; $68,745.00 (sponsored by Councilmembers Carroll & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

60-310 Authorize Settlement Agreement and Release of Claims; Church's Chicken (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-312 Authorize Settlement Agreement and Release of Claims; Thai Meditation Association (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

17. CALL FOR PUBLIC HEARINGS

41-311 Call for public hearing to rezone property located at 7701, 7705, 7709, 7621, and 7631 Old Government Street Road from R-1 to R-3 (scheduled for May 7, 2024) (District 6).

18. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/27/2024 - 9:44 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 9:35 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/27/2024 - 12:32 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/27/2024 - 8:38 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/27/2024 - 8:21 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Woods

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/22/2024 - 2:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/27/2024 - 8:24 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 9:39 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 9:42 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 9:55 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	3/28/2024 - 11:45 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	3/21/2024 - 12:21 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Adams	Cover Memo	3/28/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 11:24 AM

Re: CityofMobile.org: Addressing City Council Submission

City Clerk <cityclerk@cityofmobile.org>
Mon 3/25/2024 1:37 PM
To:Kalensk@opportunity4entertainers.org <Kalensk@opportunity4entertainers.org>

Good Afternoon,

Only one person can sign up per application to address the Council.

Are you presenting a Spring Fling event in Mobile, or addressing issues about a Spring Fling event in Mobile?

Kindly,

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Monday, March 25, 2024 12:31 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

CAUTION: External Email

Name: Kalenski Adams , ~~Mel Showers Jr~~
Date To Address Council: 2024-04-02
Address: 1111 East I-65 Service Rd S, Suite 207
Email: Kalensk@opportunity4entertainers.org
Phone: 2512298742
Subject And Specific Questions: Addressing Spring Fling issues about cost of Police and EMTs
Pertain To City Business: The Events brings about $30,000,000.00 in the cities Hotels, Restaurants, Gas, & more.
Signature: Kalenski Adams
Signature Verify: X
Agree: X
Date Submitted: 2024-03-25 12:31:38

This submission was recieved from your website https://www.cityofmobile.org/

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Showers	Cover Memo	3/28/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 11:25 AM

Re: CityofMobile.org: Addressing City Council Submission

City Clerk <cityclerk@cityofmobile.org>
Mon 3/25/2024 1:36 PM
To:Jshowers@southalabama.edu <Jshowers@southalabama.edu>

Good Afternoon,

Only one person can sign up per application to address the Council.

Are you presenting a Spring Fling event in Mobile, or addressing issues about a Spring Fling event in Mobile?

Kindly,

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Monday, March 25, 2024 1:35 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

CAUTION: External Email

Name: Jill Showers, ~~Mel Showers Sr.~~
Date To Address Council: 2024-04-02
Address: 4905 Janice Dr, Mobile 36618
Email: Jshowers@southalabama.edu
Phone: 2516480817
Subject And Specific Questions: Spring Fling
Pertain To City Business: Economic Impact
Signature: Jill Showers
Signature Verify: X
Agree: X
Date Submitted: 2024-03-25 13:35:41

This submission was recieved from your website https://www.cityofmobile.org/

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	3/28/2024 - 12:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/28/2024 - 1:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	3/28/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 1:40 PM

From: RJHILL II
To: Gauthier, Lana
Subject: 4/2
Date: Thursday, March 28, 2024 1:21:56 PM

CAUTION: External Email

Madam Asst. City Clerk,

Greetings! Happy Thursday. This is a formal request to be added to the upcoming Agenda.

I shall address the following:

* Public Safety (Preparations for the Summer)
* Mobile Civic Center (Economic Development)
* Zoning and Community Development (Neighborhood Preservation)

The City Clerk's Office diligently works to resolve matters with the Citizens, directly. Thank you all for that!

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member: Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/30/2024

Renewal Date of Contract:

1/30/2024

Funding Source

Project # 165 Emogene Place - ME-086-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 165 Emogene Place	Cover Memo	1/24/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	1/25/2024 - 2:04 PM

RESOLUTION

Sponsored by: Councilmember Joel Daves – District 5

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 **165 Emogene Place** 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, 7, 8, 12, 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 **165 Emogene Place** described as:

LOT 7 BLK B EMOGENE PLACE EXT MBK 4 P 650 #SEC 23 T4S R1W #MP29 07 23 0 007

Parcel Number: 29 07 23 0 007 130

Last Assessed to: E J ALIDOR ASSOCIATES, 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 ***demolished/secured*** 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.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
January 22, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 30, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **165 EMOGENE PLACE,** OWNED BY OR MAY HAVE AN INTEREST: **E J ALIDOR ASSOCIATES, LLC,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 07 23 0 007 130
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

165 EMOGENE PL

Property Details

PARCEL KEYX	00780578	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	5
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCORE	63	SCORE DESCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-9-23

Notes 5-to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 12/04/2023

Property Address: 165 Emogene Place **District No:** 5

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [ ] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris. Secure all windows and doors on vacant house.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

E. J. Alidor & Associates, LLC
PO Box 9422
Mobile, Alabama 36606-2366

December 4, 2023

RE: **165 Emogene Place**
Project Number: ME-086-23

Dear E. J. Alidor & Associates, LLC:

On November 27, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 165 Emogene Place.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 7 BLK B EMOGENE PL EXT MBK 4 P 650 #SEC 23 T4S R1W #MP29 07 23 0 007

Parcel Number: 29 07 23 0 007 130

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **January 18, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 18, 2024,** provide the Code Official with a work plan to accomplish the repairs by **January 18, 2024,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **January 18, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on January 30, 2024, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **165 EMOGENE PLACE** **AGENDA PHOTOS / DW**

2024/01/22

2024/01/22

NUISANCE ABATEMENT **165 EMOGENE PLACE** **AGENDA PHOTOS / DW**

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NUISANCE ABATEMENT **165 EMOGENE PLACE** **AGENDA PHOTOS / DW**

2024/01/22

NUISANCE ABATEMENT **165 EMOGENE PLACE** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: January 30, 2024

State of Alabama
County of Mobile

Subject Property – 165 Emogene Place

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 165 Emogene Place Date: November 15, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 13, 2023

Per the Title Report, the owner is: E. J. Alidor & Associates, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	E. J. Alidor & Associates, LLC PO Box 9422 Mobile AL 36606-2366	Revenue Commission mailing address 2016-2023 LexisNexis Address good 6/2008 to 10/2023 Secretary of State address Phone number 251-623-0322 good to 1/2022 Phone number 251-366-2935 good to 10/2023 Phone number 251-341-7257 good to 11/2023
2	E. J. Alidor & Associates, LLC 1746 Rockstone Cir Mobile AL 36695-2309	LexisNexis Address good to 3/2023
3	E. J. Alidor & Associates, LLC 8350 Tanner Williams Rd Mobile AL 36608-8315	LexisNexis Address good to 2/2021
4	E. J. Alidor & Associates, LLC AMI Properties, LLC 3995 Cottage Hill Rd Ste A Mobile AL 36609	Secretary of State address good 10/18/2022 AMI Properties, LLC paid property taxes multiple years.
5	E. J. Alidor & Associates, LLC 165 Emogene PL Mobile AL 36606	Subject Property

TAX STATUS: DUE FOR 2023 TAXES BEFORE 12/31/2023

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens: City of Mobile filed against E. J. Alidor & Associates on October 10, 2023, recorded October 18, 2023, instrument number 2023061944

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Ricardo Woods, City Attorney
Carleen Stout-Clark, Deputy Director of Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson
Councilmember William Carroll

Purpose and Scope of Project:

Authorize an Interim Management Agreement for the Civic Center and Pre-Opening Consulting for New Arena, with Global Spectrum, L.P., a Delaware limited partnership d/b/a OVG 360

Amount of Contract:

N/A

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/21/2024
Interim Management Agreement	Exhibit	3/21/2024
FINAL agreement	Cover Memo	3/25/2024

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Stout, Carleen	Approved	3/21/2024 - 1:43 PM
		3/21/2024 - 2:55

Budget	Moore, Rick	Approved	PM
Legal	Kern, Chris	Approved	3/21/2024 - 2:58 PM
Legal	Kern, Chris	Approved	3/21/2024 - 2:59 PM
Mayors Office	Barber, James	Approved	3/21/2024 - 3:23 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson, and Council Member William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized to execute, for and on behalf of the City of Mobile, an Interim Management Agreement for the Civic Center and Pre-Opening Consulting for New Arena, with Global Spectrum, L.P., a Delaware limited partnership d/b/a OVG 360. Term shall begin on Effective Date, with the Term described in detail in Section 4 with said terms and conditions more fully set out in the document attached hereto and made a part hereof. A copy is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

AR Draft 1

INTERIM MANAGEMENT AGREEMENT FOR CIVIC CENTER AND PRE-OPENING CONSULTING FOR NEW ARENA

between

CITY OF MOBILE, ALABAMA

and

GLOBAL SPECTRUM, L.P.
d/b/a OVG 360

Dated: As of [_____], 2024

MANAGEMENT AGREEMENT

This Management Agreement is made as of the [__] day of [_____], 2024 ("**Effective Date**"), by and between the City of Mobile, Alabama ("**City**"), and Global Spectrum, LP, a Delaware limited partnership d/b/a OVG 360 ("**Manager**"). City and Manager are sometimes referred to herein as the "**Parties**".

RECITALS

WHEREAS, City owns a Civic Center, Civic Center Theater, and Civic Center Expo Hall, each of which is located on the same site in the City of Mobile, Alabama (collectively, the "**Facilities**" or "**Civic Center**"); and

WHEREAS, the City desires to engage Manager to manage and operate the Facilities on behalf and for the benefit of City on an interim basis until construction begins on the New Arena as defined herein below, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein;

WHEREAS, the City desires to engage Manager in the design, construction, and planning of the New Arena through which Manager shall provide pre-opening consulting for the New Arena, and Manager desires to accept such engagement, pursuant to the terms and condition herein; and

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. Definitions**.** For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: This Management Agreement, together with all schedules and exhibits attached hereto, each of which are incorporated herein as an integral part of this Agreement.

Booking Contract: shall mean user/rental agreements, booking commitments, licenses and all other contracts or agreements generating revenue for the use of the Facilities and entered into in the ordinary course of operating the Facilities. All Booking Contracts will be negotiated by and entered into by Manager; and Manager will be responsible for the administration of the Booking Contracts.

City: shall have the meaning given to such term in the Recitals to this Agreement.

Civic Center Fixed Fee: The fixed monthly fee City shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

Civic Center Food and Beverage Fee: shall have the meaning given to such term in Section 3.2 below.

Civic Center Food and Beverage Profits: the amount by which Revenue from the Food and Beverage Services at the Civic Center exceeds Operating Expenses from the Food and Beverage Services at the Civic Center.

Civic Center Food and Beverage Revenue: Revenue from the Food and Beverage Services at the Civic Center.

Civic Center Revenue: Revenue from the operation of the Civic Center.

Controlled Facilities: shall have the meaning given to such term in Section 5.7 of this Agreement.

Effective Date: shall have the meaning given to such term in the opening paragraph of this Agreement.

Emergency Event: shall mean any emergency incident threatening or affecting the safety, welfare or security of the City or its inhabitants as determined by the Mayor of the City in his/her discretion. During Emergency Events, the City may take over management and control of the Facilities in accordance with Section 5.7 hereof. The Emergency Event shall terminate once the Mayor of the City provides notice that any Emergency Event has ended, any evacuation orders have been lifted, and/or that it is safe for staff to return to their normal workplace, or that it is safe for the public to return to the community and their homes, as applicable, provided that if use by the City for the Emergency Event has resulted in damage to the Facilities that, in Manager's reasonable discretion, makes holding Events at the Facilities impracticable, the Emergency Event shall be deemed to continue until the City effects repairs at the Facilities to their condition prior to the Emergency Event.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facilities (or any individual Facility) threatening persons or property.

Event or Events: shall mean events to be held at the Facilities where the Facilities are used by members of the public, whether publicly ticketed or private.

Event Account: A separate interest-bearing account in the name of City and under City's Federal ID number in a local qualified public depository, to be designated by City, where advance ticket sale revenue and rental deposits are deposited by Manager. Manager shall establish one Event Account under this Agreement for the Civic Center, Civic Center Theater, and Civic Center Expo Hall.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to

obtain materials or supplies, accident to machinery or equipment, pandemic or epidemic, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, war or hostilities, a labor dispute which results in a strike or work stoppage affecting the Facilities or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date, as set forth on Exhibit B attached hereto.

Facilities: shall have the meaning given to such term in the Recitals to this Agreement, and shall include the Civic Center, Civic Center Theater, and Civic Center Expo Hall, including but not limited to, as applicable, the (i) premium seating areas, if any, meeting and conference rooms, exhibition space, dressing rooms, box office, common areas, lobby areas, executive and other offices, storage and utility facilities, and (ii) the entrances, grounds, sidewalks and parking areas adjacent to the Civic Center as specifically identified on Schedule 1 hereto. With respect to the Civic Center, Civic Center Theater, and Civic Center Expo Hall, the parking garage being constructed by the City as depicted on Schedule 1 is specifically excluded (the "Parking Garage").

FF&E: Furniture, fixtures and equipment to be procured for use at the Facilities.

Food and Beverage Services: the right to manage, sell and service food, snacks, non-alcoholic beverages and alcoholic beverages, including both concession sales and catering sales, in the Facilities.

General Manager: The employee of Manager acting as the full-time on-site general manager of all of the Facilities as designated by Manager and approved by the City in accordance with Section 6.2. Such employee may be given a different title (such as "Executive Director") in Manager's discretion.

Governmental Authority: shall mean any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority, or any arbitrator, court or tribunal of competent jurisdiction.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

Management-Level Employees: The Executive Director, General Manager(s), Assistant General Managers, Business Managers (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facilities (including, if applicable, employees performing the function of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director, Event Manager and Director of Food and Beverage).

Manager: shall have the meaning given to such term in the Recitals to this Agreement.

New Arena: shall mean the new arena and theater that the City plans to build in the place of the existing Civic Center and Civic Center Theater.

Operating Account: A separate interest-bearing account in the name of City and under City's Federal ID number in a local qualified public depository, to be designated by City, where Revenue is deposited and from which Operating Expenses are paid. Manager shall establish one Operating Account under this Agreement for the Civic Center, Civic Center Theater, and Civic Center Expo Hall.

Operating Budget: A line-item budget for the Civic Center that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, management, staffing, promotion and maintenance of the Facilities, including but not limited to the following: (i) employee payroll, benefits, relocation costs, severance costs, bonus and related costs, (ii) cost of operating supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) printing and stationary costs, (viii) postage and freight costs, (ix) equipment rental costs, (x) repairs, maintenance, and equipment servicing, (xi) security expenses, (xii) telephone and communication charges, (xiii) travel and entertainment expenses of Manager employees, (xiv) cost of employee uniforms and identification, (xv) exterminator, snow and trash removal costs (xvi) computer, software, hardware and training costs, (xvii) parking expenses, (xviii) utility expenses, (xix) office expenses, (xx) audit and accounting fees, (xxi) legal fees, (xxii) all bond and insurance costs (including but not limited to personal property, liability, and worker's compensation insurance, as well as the other insurance coverages required hereunder), including the amount of any deductible or self-insured retention under insurance policies, (xxiii) commissions and all other fees payable to third parties (*e.g.* commissions relating to food, beverage and merchandise concessions services and Commercial Rights sales), (xxiv) cost of complying with any Laws; (xxv) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of the City; (xxvi) costs incurred under Service Contracts and other agreements relating to Facilities operations, (xxvii) costs related to operation of the Food and Beverage Services, (xxviii) Taxes, and (xxix) the Fixed Management Fee.

The term "Operating Expenses" does <u>not</u> include debt service on the Facilities, Capital Expenditures, Transition Costs, property taxes, property insurance on the Facilities itself or the contents within the Facilities owned by City, or the Civic Center Incentive Fee, all of which costs shall be borne by City and, if incurred by Manager, shall be promptly reimbursed to Manager by City.

Parking Garage: shall have the meaning given to such term in the definition of "Facilities."

Person: shall mean an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

Pre-Opening Consulting Duties for New Arena: shall mean those certain consulting services provided by Manger to City as further set forth in <u>Exhibit A-2</u>.

Pre-Opening Consulting Duties for New Arena Fixed Fee: The fixed monthly fee City shall pay to Manager under this Agreement, as more fully described in Section 3.6 of this Agreement.

Quality Operating Standard: shall mean an operating standard suitable for professional hockey, basketball, concerts and family shows, which is consistent with the standards of quality and performance that exist at the pertinent time for other first-class multi-purpose sports and entertainment arenas.

Revenue: All revenues generated by Manager's operation of the Facilities, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, revenue from operation of the Food and Beverage Services, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party promoter/licensee and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facilities and entered into in the ordinary course of operating the Facilities.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facilities, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facilities.

Sponsorship: sponsorship, promotional and advertising rights, entitlements and benefits associated with the Facilities and events and activities occurring thereat, including without limitation the right to suggest a branding affiliation and/or market or promote a brand, product or service at or in connection with the Facility or events or activities occurring thereat.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of City at the Facilities, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facilities, from any guests, or from any others using or occupying all or any part of the Facilities.

Term: shall have the meaning given to such term in Section 4.1 of this Agreement.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Engagement.

(a) City hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facilities, including the Food and Beverage Service, subject to and as more fully described in this Agreement and, in connection with the foregoing, Manager shall perform the services described in Exhibit A-1 attached hereto. Additionally, Manager shall provide pre-opening consulting services to City with respect to the New Arena, as described in Exhibit A-2 attached herein. For the sake of clarity, the parties acknowledge that upon closure of the Civic Center, Civic Center Theater, and Civic Center Expo Hall for demolition, Manager's services for the Civic Center, Civic Center Theater, and Civic Center Expo Hall shall cease to be as described on Exhibit A-1 and shall consist solely of those services described on Exhibit A-2.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.

Section 2.2 Limitations on Manager's Duties.

(a) Manager's obligations under this Agreement with respect to the Civic Center are contingent upon and subject to City making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to City or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by City to timely provide such funds.

(b) While Manager's rights and obligations under this Agreement include the right to negotiate or draft Material Contracts, Manager may only enter into Material Contracts with City's prior written approval as set forth herein.

ARTICLE 3
COMPENSATION

Section 3.1 Civic Center Fixed Fee. During the Term, in consideration of Manager's performance of its services hereunder at the Civic Center, City shall pay Manager a fixed management fee. Beginning on the Effective Date and ending on July 31, 2024, unless otherwise extended by the Parties, the Civic Center Fixed Fee shall be Six Thousand Two Hundred Fifty Dollars ($6,250) per month.

The Civic Center Fixed Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first (1st) day of each month thereafter (prorated as necessary for any partial months). Manager shall be entitled to pay itself such amount from the Operating Account.

Section 3.2 Civic Center Food and Beverage Fee. In addition to the other fees due Manager hereunder, City shall pay Manager a fee for provision of the Food and Beverage Services at the Civic Center (the "**Food and Beverage Fee**"). If Manager engages its Affiliate to provide the Food and Beverage Services, Manager may pay such fee directly to such Affiliate. The Food and Beverage Fee for the Civic Center shall be (i) seven percent (7%) of Civic Center Food and Beverage Revenue, plus (ii) five percent (5%) of Civic Center Food and Beverage Profits. Such fees shall be paid to Manager on a monthly basis within thirty (30) days of the month for which they were earned.

Section 3.3 Late Payments. Manager shall have the right to assess interest on any payments of the fees described in this Section that are not made when due. Such interest shall accrue at the rate of eight percent (8%) per annum.

Section 3.4 Commitment to Act in Good Faith; City Reservation of Sovereign Powers. The Parties hereunder acknowledge and agree that the financial arrangements hereunder are each based on the assumptions that each Party will act in good faith with respect to their operations hereunder, and that the regulatory environment (on a City basis) relating to Facility operations will not change during the Term in a manner that materially negatively impacts Manager's financial arrangements. In accordance with the foregoing, the Parties agree as follows:

(a) Manager agrees that it shall act in good faith to maximize Civic Center Revenues and minimize Civic Center Operating Expenses, while acting at all times in a manner consistent with a Quality Operating Standard, including without limitation in a manner consistent with first class facility management industry standards and its other facility management and operation engagements, provided that Manager makes no guarantee as to the financial performance of the Facilities hereunder. Should the City have reasonable concerns that Manager is not acting in accordance with the foregoing, the Parties shall proceed as set forth below:

(i) Without prejudice to its rights under section 4.2, if the City has a good faith concern that the requirements of the foregoing paragraph of this Section 3.4(a) are not being followed, the City may notify Manager in writing of such concern. In such case, the Parties agree to meet within ten (10) days of Manager's receipt of such written notice to discuss the issue. If the issue is not resolved within five (5) days of such meeting, the Parties agree to escalate the issue to the Manager's President, and the City's Mayor, who agree to use good faith efforts for a period of at least thirty (30) days to attempt to resolve such issue in a manner that satisfies the Parties. Nothing in this paragraph shall limit or restrict in any way a Party's exercise of any other rights or remedies that may be available to it, including its rights to proceed under Section 4.2 hereof.

(b) Manager agrees that nothing herein shall limit the City's right to impose Taxes or other regulations in its sovereign discretion.

Section 3.5 Pre-Opening Consulting Duties for New Arena Fixed Fee. For Manager's provision of pre-opening consulting services as further described in Exhibit A-2, the City shall pay Manager a fixed fee ("**Pre-Opening Consulting Duties for New Arena Fixed Fee**"). Beginning the months following the termination of the Civic Center Fixed Fee, which is anticipated to be August 2024, and unless otherwise terminated by the Parties, ending on the date of the commencement of the anticipated New Arena Management Agreement, the Pre-Opening Consulting Duties for New Arena Fixed Fee shall be Six Thousand Two Hundred Fifty Dollars ($6,250) per month.

ARTICLE 4
TERM; TERMINATION

Section 4.1 Term. The term of this Agreement (the "**Term**") with respect to Manager's interim management of the Civic Center, Civic Center Theater, and Civic Center Expo Hall shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall expire on July 31, 2024, unless otherwise extended on a month-to-month basis by agreement of the Parties (the "Interim Management Term"). Following the termination of the Interim Management Term, the Pre-Opening Consulting Duties for the New Arena shall begin, anticipated to be August 1, 2024, and shall terminate upon the commencement of the anticipated New Arena Management Agreement.

Section 4.2 Termination. This Agreement may be terminated, in whole:

(a) (i) by City upon thirty (30) days written notice to Manager, in the event of a permanent closure of both of the Facilities, the fact of which is certified by the City in writing to Manager (and if only one of the Facilities closes, this Agreement shall terminate with respect to the closed Facility but shall remain in full force and effect with respect to the other Facility), (ii) by either Party if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period, with each such failure to perform or comply constituting a "**Breach**."

(b) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

Section 4.3 Effect of Termination. Upon expiration of this Agreement pursuant to Section 4.1, or termination of this Agreement pursuant to Section 4.2, the following shall apply:

(a) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder and surrender and vacate the Facilities, (ii) Manager shall return all property, equipment and furnishings in good repair, normal wear and tear excepted, subject to the limits of the Operating Budgets and funding by the City of Capital Expenditures, and damage caused by third parties, (iii) Manager shall deliver or otherwise make available to the City all data, electronic files, documents (including, without limitation, contracts and forms), procedures, reports, estimates, summaries, intellectual property, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and consistent with Section 5.1, if necessary, shall execute all documents necessary to effectuate ownership rights in the same to City, provided that Manager shall own and may retain all employment files/records relating to employees of Manager during the Term, and Manager may retain copies of all materials pertinent to its operation of the Facilities during the Term, such as materials documenting its performance and those relating to claims or potential claims that have been or may be asserted related to Manager's operation of the Facilities, including contracts and event incident reports, (iv)

Manager shall transfer any open Facility accounts (such as any Event Account) or the monies therein to the City or a successor Facility manager, and (v) without any further action on the part of Manager or City, the City shall, or shall cause the successor Facilities manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facilities agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

(b) City shall promptly pay Manager all fees and Civic Center Operating Expenses (if any are advanced by Manager pursuant to this Agreement) due Manager up to the date of termination or expiration. City shall also pay Manager within sixty (60) days after the applicable Operating Year's end if owed a pro rated portion of the Civic Center Incentive Fee for the last Operating Year if not a full 12 months.

(c) In the event this Agreement is terminated by the City pursuant to Section 4.2(a)(i) (permanent closure of a Facility), or by Manager under Section 4.2(a)(ii), 4.2(b), City shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include reasonable costs associated with (i) to the extent any Management-Level Employee's employment with Manager will cease as a result of the termination of this Agreement, reimbursement of Manager for any severance paid to such employees, not to exceed three (3) months per employee paid to no more than three (3) of Manager's Management-Level Employees, and (ii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement. City's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses and has taken reasonable steps to mitigate the same.

ARTICLE 5
OWNERSHIP; USE OF THE FACILITIES; PARKING

Section 5.1 Ownership of Facilities, Data, Equipment and Materials.

(a) City will at all times retain ownership of the Facilities and all Facilities FF&E. Any data, equipment, supplies and materials furnished by City to Manager or acquired by Manager as an Operating Expense shall remain the property of City, and shall be returned to City when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, City recognizes that Manager intends to license certain third-party software for use with respect to Manager's obligations at the Facilities, the costs of which are paid on a monthly basis, and upon expiration or termination of the Term such software licenses shall remain with Manager. Furthermore, the parties agree that (i) the Operations Manual to be developed and used by Manager hereunder is proprietary to, and shall be owned by, Manager, but City may retain a copy thereof for its own use following the end of the Term and may share the contents of the Operations Manual with a new manager as reasonably necessary for use solely at the Facilities, and (ii) all employee files shall belong solely to Manager.

(b) Without the prior written consent of City, Manager shall not grant any security interest in or create any encumbrance on any property held by City or any of its Affiliates.

(c) Upon the prior written request of City, Manager will assist City with registering domain names for the Facilities in the name of the City.

Section 5.2 Right of Use by Manager. City hereby gives Manager the right and license to use the Facilities, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facilities. Without limiting the foregoing, Manager shall have the exclusive right to use (or permit a third party to use, as applicable) the concession stands, novelty stands, customer serving locations, food preparation areas, vendor commissaries, kitchen and warehouse facilities, and other food service related areas of the Facility, together with the improvements, equipment and personal property upon or within such areas, for the purpose of providing the Food and Beverage Service (and providing other duties required of Manager hereunder).

Section 5.3 Office Space and Parking. City shall provide Manager, at no cost to Manager, a sufficient amount of suitable office space in the Facilities, consistent with prior use by the prior manager of the Facilities as office space, and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the City shall make available to Manager, at no cost, parking spaces adjacent to the Civic Center for all of Manager's full-time employees and for the Facilities' event staff consistent with prior use.

Section 5.4 Observance of Agreements. City agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, use agreements, bonds, debentures, loans and other financing and security agreements to which City is bound in connection with its ownership of the Facilities.

Section 5.5 Reservation of Rights of City In General. Representatives of the City shall have the right to enter all portions of the Facilities to inspect the same, to observe the performance of Manager of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to Manager for security purposes and to minimize any interference with or disruption of Manager's work under this Agreement. Nothing contained in this Section (i) is intended or shall be construed to limit any other rights of the parties under this Agreement nor (ii) shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

Section 5.6 Use by City. City shall have the right to use the Facilities or any part thereof rent-fee for meetings, seminars, training classes or other non-commercial uses, provided that City shall promptly reimburse Manager, for deposit into the Operating Account, for any out-of-pocket expenses incurred by Manager (such as the cost of ushers, ticket-takers, set-up and take-down personnel, security expenses and other expenses) in connection with such use. Such non-commercial use of the Facilities by

City shall (i) not compete with or conflict with the dates previously booked by Manager for paying events, (ii) not consist of normally touring attractions (such as concerts and family shows), and (iii) be booked in advance upon reasonable notice to Manager pursuant to the Facilities' approved booking policies and subject to availability. Upon request of City, Manager shall provide to City a list of available dates for City's use of the Facilities. To the extent that Manager has an opportunity to book a revenue-producing event on a date which is otherwise reserved for use by City, Manager may propose alternative dates for City's event, and City shall use best efforts to reschedule its event to allow Manager to book the revenue-producing event.

Section 5.7 Emergency Events. The City reserves the right to take over control, management, use, and occupancy of some or all of the Facilities at no charge during an Emergency Event (the "**Controlled Facilities**"). During such Emergency Event, the City shall be solely responsible for the costs of operating, servicing, and supplying staff, citizens, visitors, and vendors occupying the Controlled Facilities during the Emergency Event, and Manager shall not be responsible for staffing or operating the Controlled Facilities during such Emergency Events other than basic security and general operation matters. To the extent any Signage at any of the Facilities is digital, the City shall have the right to use such Signage during the Emergency Event (e.g., for public notifications). The City shall be responsible at its expense for repairing any damage to the Controlled Facilities occurring during an Emergency Event and returning the Controlled Facilities to the same condition as the Controlled Facilities were prior to the Emergency Event. The Fixed Management Fee shall remain due and owing during the Emergency Event, and the City shall be liable for any incremental costs reasonably incurred by Manager during such Emergency Event and directly resulting from the City controlling the Controlled Facilities, such as the cost of laying off or furloughing employees. For any scheduled Event not otherwise cancelled or postponed due to the Emergency Event, the Parties shall use their best faith efforts to reschedule the Event. The foregoing provision shall not be deemed to limit either Party's termination rights set forth in Section 4.2 of this Agreement.

Section 5.8 Parking Facilities. The Facilities include the parking areas adjacent to the Civic Center as specifically identified on Schedule 1 hereto, excluding the Parking Garage. The identified parking spaces adjacent to the Civic Center shall be available for use by Manager for Manager's staff and for event patrons/attendees and shall be managed by Manager under the terms of this Agreement and the revenue derived from them shall be included in Civic Center Revenue.

ARTICLE 6
PERSONNEL

Section 6.1 Generally. All Facilities staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of City. Manager shall select, in its sole discretion but subject to the approved Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. City specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee policies, not to exceed industry standards for similar facilities, which may be modified by

Manager from time to time in its sole discretion. A copy of Manager's current employee policies related to bonus and benefits shall be provided to City upon request.

Section 6.2 General Manager. Personnel engaged by Manager will include a qualified individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of all of the Facilities. Hiring of the General Manager shall require the prior approval of City, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining City's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facilities, supervision of employees, and management and coordination of all activities associated with events taking place at the Facilities. The parties acknowledge that the General Manager may have a different title (such as Executive Director), in Manager's discretion.

Section 6.3 Non-Solicitation / Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither Party ("Soliciting Party") nor any of its subsidiary entities shall solicit for employment, or hire, any of the other Party's ("Employing Party") Management-Level Employees (as to City, "Management-Level Employees" shall mean Director level and above). The Soliciting Party acknowledges that the Employing Party will spend a considerable amount of time identifying, hiring and training individuals to work in such positions, and that the Employing Party will suffer substantial damages, the exact amount of which would be difficult to quantify, if the Soliciting Party were to breach the terms of this Section by hiring, or soliciting for employment, any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by the Soliciting Party, the Employing Party shall be entitled (in addition to any other rights and remedies which the Employing Party may have at law or in equity, including money damages) to seek equitable relief, including an injunction to enjoin and restrain the Soliciting Party from continuing such breach, without the necessity of posting a bond. The terms of this Section do not apply to employees who are terminated by the Employing Party, other than as a result of termination or expiration of this Agreement.

ARTICLE 7
OPERATING BUDGET

Section 7.1 Establishment of Civic Center Operating Budget. The Operating Budget for the Civic Center for the period May 1, 2024, through September 30, 2024, will be the City's current operating budget for the Civic Center.

Section 7.2 Adherence to Civic Center Operating Budget. Manager shall use all reasonable efforts to manage and operate the Civic Center in accordance with the applicable Operating Budgets. However, City acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities similar to such Facilities, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and that Manager shall have no liability if the numbers within the Operating Budgets are not achieved. Manager agrees to notify City within 30 days of any material negative variance in the bottom-line net operating profit/loss figure in any Operating Budget, and any material increase in total Operating Expenses for the Civic Center from that provided for in the

applicable Operating Budget. For purposes of this Section 7.2, a material variance or increase shall mean a variance or increase of more than fifteen percent (15%). In either such case and if requested by City, Manager agrees to work with City to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the applicable Operating Budget.

ARTICLE 8
PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt, in the applicable Event Account for the Facilities, all revenue received from ticket sales and advance deposits which Manager receives in contemplation of, or arising from, an event. Manager shall establish one Event Account under this Agreement for the Civic Center, Civic Center Theater, and Civic Center Expo Hall. Such monies will be held in escrow for the protection of ticket purchasers, City and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion and settlement of such events, Manager shall transfer all funds remaining in the applicable Event Account, including any interest accrued thereon, into the applicable Operating Account.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facilities shall be deposited by Manager into the applicable Operating Account for the Facilities as soon as practicable upon receipt (but not less often than once each business day). Manager shall establish one Operating Account under this Agreement for the Civic Center, Civic Center Theater, and Civic Center Expo Hall. The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitations of this Agreement, without needing to obtain the co-signature of a City employee or representative.

ARTILE 9
DBE AND LOCAL PARTICIPATION

Section 9.1 Participation Goals. Manager agrees that in each Operating Year, it shall seek to provide no less than thirty percent (30%) of the total of (a) Operating Expenses (excluding utility costs and salaries of on-site employees) and (b) event expenses remitted by users of the Facilities pursuant to Booking Contracts (collectively, "**Directed Expenses**") to certified Disadvantaged Business Enterprises (DBEs) ("**Participation Goal**"). For clarify, Directed Expenses shall exclude expenses over which Manager has no control or is unable to direct to a third party, including, without limitation, union labor (e.g., stagehands).

Section 9.2 Reporting. Within one hundred twenty (120) days after the end of each Operating Year, Manager shall submit to the City (a) an accounting of Directed Expenses paid, the entities to which Directed Expenses have been paid, and whether those entities are certified DBE enterprises, for purposes of determining Manager's compliance with the Participation Goal and (b) a hiring report, in form to be

mutually agreed by the Parties, for purposes of determining Manager's compliance with the Local Hire Commitment.

ARTICLE 10
FUNDING

Section 10.1 Source of Funding for Civic Center. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Civic Center as provided in the Operating Budget from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of such Facilities (as described in Article 8 above), or otherwise made available by City. To ensure sufficient funds are available in the Operating Account, City will deposit in the Operating Account, on or before the Effective Date, the budgeted expenses in the Operating Budget for the Civic Center for the 3-month period beginning on the Effective Date. City shall thereafter, on or before the 1st day of each succeeding month following the Effective Date, deposit (or allow to remain) in the Operating Account the budgeted (in the Operating Budget) or otherwise approved expenses for such Facilities for each such month, at all times maintaining sufficient funds in the Operating Account to pay the anticipated expenses in the Operating Budget for the then-upcoming month plus the immediately following two (2) months. Manager shall have no liability to City or any third party in the event Manager is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 10.2 Advancement of Funds for Civic Center. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses for the Civic Center. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses for the Civic Center, City shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at the rate of eight percent (8%) or the highest rate permitted by law, whichever is less.

ARTICLE 11
FISCAL RESPONSIBILITY; REPORTING

Section 11.1 Records. Manager agrees to keep and maintain, at its office in the Facilities, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facilities. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. City or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 11.2 Civic Center Monthly Financial Reports. Manager agrees to provide to City, within thirty (30) days after the end of each month during the Term, financial reports for the Civic Center, including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles, provided however the first financial statement Manager shall provide shall be

within thirty (30) days following the second (2nd) month of the Term, and shall cover the first two (2) months of the Term. In addition, starting with the second (2nd) month of the Term, Manager agrees to provide to City a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Civic Center during such month. Additionally, Manager shall submit to City, or shall cause the applicable public depository utilized by Manager to submit to City, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account for the Civic Center.

Section 11.3 Audit. Manager agrees to arrange to provide to City, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Civic Center. Costs associated with obtaining such certified audit report shall be an Operating Expense of such Facilities. Such audit shall be performed by an external auditor approved by City, and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 12
FACILITIES CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 12.1 Existing Contracts. City shall provide to Manager, on or before the Effective Date, copies of all Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts.

Section 12.2 Execution of Contracts. Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facilities. All such contracts shall be entered into by Manager, as agent on behalf of City. All Facilities contracts, including Booking Contracts and Service Contracts, will be negotiated and priced by Manager using its existing forms (as applicable) and shall be entered into by Manager as agent on behalf of City; provided, however that City shall have the right of prior approval of all Material Contracts prior to their execution by Manager, which approval shall not be unreasonably withheld, conditioned, or delayed. All contracts entered into by Manager shall contain indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties, naming each of Manager and City as indemnified parties and additional insureds, respectively.

Section 12.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facilities (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services) with the prior approval of City (which approval shall not be unreasonably withheld or delayed), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, at the request of City, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate or requested by City, competitive bids from other persons seeking to render such services at the Facilities.

ARTICLE 13
AGREEMENT MONITORING AND GENERAL MANAGER

Section 13.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facilities, unless Manager notifies City of a substitute contract administrator in writing. City shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or City participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 14
INDEMNIFICATION

Section 14.1 Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless City, its Affiliates, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "**City Indemnified Parties**") against any third party claims or causes of action, and all costs, expenses (including reasonable attorneys' fees) liabilities, or damages relating to such third party claims (collectively, "**Losses**") suffered by the City Indemnified Parties, to the extent caused by (a) negligent act or omission, or intentional misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Manager of any of its representations, covenants or agreements made herein. Notwithstanding the foregoing, the foregoing indemnification and defense obligations shall not apply to the extent the Losses are caused by any of the following: ("**Excluded Claims**"): (a) any negligent act or omission, or intentional misconduct, or failure to comply with Laws, on the part of City or any of its employees or agents in the performance of its obligations under this Agreement, (b) a breach by City of any of its representations, covenants or agreements made herein, including without limitation City's obligation to fund budgeted or otherwise approved expenses in a timely manner, (c) any environmental condition at the Facilities or on or under the premises on which the Facilities is located not caused by Manager, its employees or agents, (d) any structural defect with respect to the Facilities, (e) the fact that any time prior to, as of, or after the date hereof the Facilities is not or has not been in compliance with all Laws, including, but not limited to, the Americans With Disabilities Act as it now exists and as it may be amended in the future by statute or judicial interpretation, (f) any act or omission carried out by Manager at or pursuant to the direction or instruction of City, its agents or employees, (g) any claims relating to the Facilities or its operations accruing or caused by occurrences prior to the Effective Date or following termination or expiration of this Agreement, and (h) any withdrawal liability for a share of unfunded vested benefits under multiemployer plans (as that term is defined in 4001(a)(3) of the Employee Retirement Income Security Act of 1974, as amended).

Section 14.2 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("**Indemnitee**") is indemnified by the other party ("**Indemnitor**") under this Article 15, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not

promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 14.3 Survival. The obligations of the parties contained in Articles 4 and 15 shall survive the termination or expiration of this Agreement.

ARTICLE 15
INSURANCE

Section 15.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit C, attached hereto, and shall provide to City promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of City. Each insurance policy shall include a requirement that the insurer provide Manager and City at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense, and may, in Manager's discretion, constitute a portion of any premiums if such insurance premiums are paid by Affiliate of Manager as a part of a corporate policy, as reasonably allocated by Manager.

Section 15.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Alabama or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name City as an additional insured. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against City. Manager shall require that all third-party users of the Facilities, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and City as additional insureds.

ARTICLE 16
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 16.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to City as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

(c) that Manager will comply with all Laws applicable to the Services, provided that Manager shall not have any liability for failing to comply with any Laws if compliance would require an expenditure at the Facilities which City fails or refuses to fund after written notice from Manager and for where the City is responsible for funding under this Agreement.

Section 16.2 City Representations, Warranties and Covenants. City represents, warrants and covenants to Manager as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of City herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that City will comply with all Laws applicable to its ownership of the Facilities.

ARTICLE 17
MISCELLANEOUS

Section 17.1 PCI Compliance. Manager agrees to comply with all current Payment Card Industry Data Security Standards ("**PCI Standards**") and guidelines that may be published from time to time by Visa, MasterCard or other associations as they relate to the physical storage of credit card data. For PCI Standards compliance purposes, City will provide on a segmented network, an appropriate number of wired data connections to the Internet for point of sale devices to be used by Manager and any contractors at the Facilities. City shall be responsible for the security of its network, including, without limitation, applicable PCI-DSS compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. If at any time either party determines that card account number or other information has been compromised, such party will notify the other immediately and assist in providing notification to the proper parties as deemed necessary.

Section 17.2 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to

ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 17.3 Use of Facilities Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Facilities, on Manager's stationary, in its advertising of the Facilities, and whenever conducting business of the Facilities; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of City relating to such logos. All intellectual property rights in any Facilities logos developed by the Manager or City shall be and at all times remain the sole and exclusive property of City. Manager agrees to execute any documentation requested by City from time to time to establish, protect or convey any such intellectual property rights.

Section 17.4 Facilities Advertisements. City agrees that in all advertisements placed by City for the Facilities or events at the Facilities, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facilities is a "Managed by OVG 360".

Section 17.5 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facilities by reason of fire, storm or other casualty loss that renders the Facilities (or a material portion thereof) untenantable, City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facilities (or a material portion thereof) untenantable for a period estimated by an architect selected by City at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) City shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.3(a) above, and (ii) in the event the Facilities once again becomes tenable at any time during the Term, then so long as the damage or destruction was not caused by the negligent act or omission of Manager, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof for the remainder of the original Term.

Section 17.6 Assignment; Binding on Successors and Assigns. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that the Manager may assign this Agreement (i) in connection with a sale of all or substantially all of its business or assets as long as the acquiring entity has substantially similar financial resources as Manager and has the demonstrable ability, including based on historical data, to successfully manage and operate the Facilities and to procure and provide Live Nation events/content consistent with Manager's past practice, or (ii) to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering

the method of delivery of services to City and Manager remains responsible for the obligations in this Agreement. Any purported assignment in contravention of this Section shall be void. This Agreement is binding on successors and permitted assigns of the parties.

Section 17.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to City:

City of Mobile
Attn: Mayor
205 Government Street
Mobile Government Plaza
Mobile, AL 36644

If to Manager:

OVG 360
5050 S. Syracuse St., 8th Floor
Denver, CO 80237
Attn: Chief Operating Officer

With a copy to:

C. Britton Bonner
Adams & Reese LLP
11 North Water Street; Suite 23200
Mobile, AL 36644

With a copy to:

OVG 360
5050 S. Syracuse St., 8th Floor
Denver, CO 80237
Attn: General Counsel

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 17.8 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 17.9 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Section 17.10 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Alabama, without regard to its conflict of laws principles.

Section 17.11 Amendments. This Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of the Parties.

Section 17.12 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 17.13 Relationship of Parties. Manager and City acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facilities, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Manager. In operating the Facilities, entering into contracts, accepting reservations for use of the Facilities, and conducting financial transactions for the Facilities, Manager acts on behalf of and as agent for City (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 17.14 No Third Party Beneficiaries. Other than the indemnitees listed in Section 14.2 hereof (who are third party beneficiaries solely with respect to the indemnification provisions in such sections), there are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 17.15 Attorneys Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

Section 17.16 Limitation on Damages. In no event shall either party be liable or responsible for any punitive damages or consequential damages (including lost profits), provided that the foregoing shall not limit or restrict any claim by Manager for the fees described herein upon a Breach by the City.

Section 17.17 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

Section 17.18 Confidentiality. Any property of City that is received by Manager, and all records and papers of any kind relating to City, shall be exclusive property of City and shall be held or used by Manager solely for the benefit of City and returned to it promptly upon termination of this Agreement or earlier request of City. Without the prior written consent of an authorized officer of City, Manager shall not duplicate or disclose any confidential or proprietary information or trade secrets pertaining to the

business, products or services of City to any person not employed by or a consultant for City and shall disclose such to persons employed by or a consultant for City only to the extent necessary for Manager to perform hereunder. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the Term of this Agreement.

Section 17.19 Trust and Confidence. Manager accepts the relationship of trust and confidence established by this Agreement with respect to all services, reporting and financial dealings and requirements under this Agreement and covenants with the City to cooperate with the City and exercise Manager's reasonable skill and judgment in furthering the interests of the City; to furnish efficient financial and business administration and supervision; to furnish at all times an adequate supply of workers; and to perform all services required hereunder in an expeditious and economical manner consistent with the City's interests.

Section 17.20 Immigration Law Compliance. By execution of this Agreement, Manager affirms, for the duration of this Agreement, that Manager will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Notwithstanding anything in this Agreement to the contrary, if Manager is found to be in violation of this provision, Manager shall be deemed in material breach of this Agreement and shall be responsible for all damages resulting therefrom.

Section 17.21 Boycotts Against Nations or Business Organizations. In compliance with Alabama Act No. 2016-312, Manager hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a Person based in or doing business with a jurisdiction with which this state can enjoy open trade.

Section 17.22 Economic Boycotts. In compliance with Alabama Act No. 2023-409, by signing this contract, Manager provides written verification that Manager, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of such Act.

[*Signatures on following page*]

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CITY OF MOBILE, ALABAMA

By: _____
Name: William S. Stimpson
Title: Mayor

ATTEST:
By: _____
Name: Lisa C. Lambert
Title: City Clerk

GLOBAL SPECTRUM, L.P.,
d/b/a OVG 360

By: Global Spectrum, LLC, its general Partner

By: _____
Name: _____
Title: _____

SCHEDULE 1
MAP DEFINING OUTDOOR AREAS UNDER MANAGER'S MANAGEMENT

EXHIBIT A-1
MANAGER DUTIES FOR FACILITIES

Manager's obligations under the Agreement shall consist of the following obligations for the Facilities (to the extent they remain open and operating), all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facilities in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing guest services, event conversion, purchasing, payroll, fire prevention, security, crowd control, evacuation and emergency response plan, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, ticketing, box office, admission procedures, parking for the Civic Center, and general user services.

Without limiting the foregoing, Manager shall have the exclusive right to provide, and shall provide, the Food and Beverage Services at the Facilities. Manager may engage sub-contractors (including without limitation an Affiliate) to sell food and beverages at the Facilities. In connection with its Food and Beverage Services, Manager shall (or shall cause such subcontractor engaged by Manager to):

(i) Develop and implement all necessary policies and procedures for the food and beverage operations;

(ii) Engage and oversee employees necessary to perform the Food and Beverage Services;

(iii) Manage the Food and Beverage Service in compliance with and subject to all federal, state and local laws, ordinances and regulations (including, without limitation, health and sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);

(iv) Arrange for all minor repairs and routine maintenance to the equipment used in the operation of the Food and Beverage Service;

(v) Keep the food and beverage facilities and equipment neat, clean and in a sanitary condition;

(vi) Undertake appropriate advertising, marketing and promotion of the food and beverage offerings at the Facility;

(vii) Develop menus, portions, brands, prices, themes and marketing approaches. Manager shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the City Contract Administrator and take his or her views into account prior to setting (or changing) such prices and, to the extent inconsistent, the City Contract Administrator's determination as to price for such items will control;

(viii) Order, stock, prepare, pay for (as an Operating Expense) and sell appropriate

foods and beverages; and

(ix) Adhere to the requirements set forth in Exhibit D.

(b) Establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Procure, negotiate, execute, administer and assure compliance with all contracts related to the operation of the Facilities, including Service Contracts, Booking Contracts, Revenue Generating Contracts, Material Contracts, except as otherwise provided in the Agreement.

(d) Require that all material vendors and licensees of the Facilities execute vendor/license agreements containing industry standard indemnification and insurance obligations on the part of each such vendor/licensee, and provide the City with a copy of all such agreements upon request.

(e) Provide standard form advertising and Sponsorship contracts and user/rental agreements for use at or with respect to the Facilities. Manager shall submit such form agreements to City for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of City (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facilities, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facilities in accordance with a booking schedule to be developed by Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facilities in accordance with Article 6 of the Agreement, and conduct staff planning, retention and training programs to the highest industry standards.

(i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, in accordance with Section 10.1 of the Agreement, which records shall be made available to the City as set forth herein.

(j) Submit to City in a timely manner financial and other reports detailing Manager's activities in connection with the Civic Center, as set forth in Section 10.2 of the Agreement.

(k) Prepare a proposed annual Operating Budget in accordance with Article 7 of the Agreement.

(l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facilities as provided in the Agreement.

(m) Secure, or assist City (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facilities for the specific events to be held therein, and for the general occupancy of the Facilities, including without limitation all necessary food and liquor licenses, and renewals thereof. City shall cooperate in this process to the extent reasonably required.

(n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(o) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(p) Pay all Taxes.

(q) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facilities.

(r) Prepare, maintain and implement on a regular basis a Marketing Plan for the Facilities.

(s) Manage, market and sell Commercial Rights at or in connection with the Facilities.

(t) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facilities, and deliver a written report of the foregoing to City. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and promptly notify City of any such damage or loss.

(u) As Manager determines may be reasonably required for operations, purchase, on behalf of City, and maintain during the Term, as Operating Expenses, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facilities.

(v) As agent for City, manage risk management and maintain insurance needs and coordinate with the City, including Manager's insurance as more fully described in Article 16 of the Agreement.

(w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by City, shall be deemed the property of City.

(x) Cause such other acts and things to be done with respect to the Facilities, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facilities following the Effective Date.

(y) In connection with the food and beverage operations at the Facilities, cause any concessionaire to create a "uniquely Mobile" food and beverage experience for Facility patrons; such concessionaire shall endeavor to create such "uniquely Mobile" food experience through (i) engagement of local vendors with a Mobile business license, and/or (ii) non-national food and beverage brands either headquartered in Alabama or a public association with Mobile and/or Alabama.

(z) Cooperate with the City for hurricane preparedness and, in that connection, to enter into emergency cleanup contracts for the Facilities, as necessary.

(aa) Respond timely to all comments and complaints communicated to the City or to Manager by members of the public.

EXHIBIT A-2
PRE-OPENING CONSULTING DUTIES FOR NEW ARENA

During the Term, OVG shall perform the following consulting services in respect of the New Arena:

(a) Assist City with its review of the design of the New Arena and make recommendations to City with respect to such design.

(b) Advise City on any construction and operational issues with respect to the New Arena.

(c) Advise City on risk management and insurance needs in connection with the operation of the New Arena.

(d) Assist City in developing and implementing an IT plan for the New Arena.

(e) Develop and recommend a proposed inventory of FF&E to be used at the New Arena, including those relating to food and beverage services.

(f) Prepare and submit to City a list of operating supplies necessary for the start-up of the New Arena.

(g) Prepare and submit to City food and beverage budget, menu concepts (including proposed pricing) and food and beverage designs, including layouts for kitchens and concession stands.

(h) Work with City to secure appropriate operating license for the New Arena.

(i) Prepare and submit to City pre-opening and operational sales, marketing, public relations, advertising, promotion, and revenue-generating event booking strategies and plans for maximizing revenues from the New Arena.

OWNER ACKNOWLEDGES THAT NEITHER MANAGER NOR ITS EMPLOYEES, AGENTS, PARTNERS, OR AFFILIATES, ARE ARCHITECTS, GENERAL CONTRACTORS, ENGINEERS OR FINANCIAL ADVISORS, AND THEIR CONSULTING SERVICES PROVIDED UNDER THIS AGREEMENT ARE BASED ON THEIR OPERATIONAL KNOWLEDGE OF SPORTS COMPLEXES, ARENAS, STADIUMS AND OTHER SIMILAR FACILITIES AND SHOULD NOT BE CONSTRUED AS A REPRESENTATION OF ARCHITECTURAL, CONSTRUCTION, ENGINEERING OR FINANCIAL PRACTICES. NEITHER OWNER NOR ANY OF ITS RESPECTIVE AGENTS, CONSULTANTS, CONTRACTORS, OR REPRESENTATIVES, WILL RELY UPON MANAGER OR ITS EMPLOYEES, AGENTS, PARTNERS, OR AFFILIATES AS HAVING ARCHITECTURAL, CONSTRUCTION, ENGINEERING OR FINANCIAL EXPERTISE.

EXHIBIT B
EXISTING CONTRACTS

[City to attach list and separately provide copies]

EXHIBIT C
INSURANCE

At all times during this Agreement, Manager shall maintain the following insurance coverage:

(a) commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facilities, or otherwise arising under this Agreement;

(b) umbrella or excess liability insurance;

(c) commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(d) workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Alabama;

(e) professional liability insurance and self-insured employment practices liability coverage;

(f) employment practices liability insurance;

(g) pollution liability; and

(h) crime coverage.

A renewal binder of coverage shall be delivered by the named insured to the City prior to a policy's expiration date, with a complete copy of such renewal insurances to follow.

Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability
$1,000,000 per occurrence
$1,000,000 personal and advertising injury
$1,000,000 products-completed operations aggregate

Umbrella or Excess Liability
$5,000,000 per occurrence and aggregate

Automobile Liability
$1,000,000 per accident (PI and PD combined single limit)
$1,000,000 uninsured/underinsured motorist

Workers Compensation
Workers Compensation: Statutory
Employer's Liability: $100,000 each accident-bodily injury by accident

$500,000 policy limit-bodily injury by disease
$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made basis)
$1,000,000 each occurrence/aggregate

Employment Practices Liability Insurance (Claims Made basis)
$1,000,000

Pollution Liability (Claims Made basis)
$1,000,000

Crime Insurance
Coverage on all on-site Manager employees. Limit: $1,000,000.00

EXHIBIT D
FOOD AND BEVERAGE SERVICES

1. REPORTING OBLIGATIONS. Before the end of each calendar month during the Term, Manager shall provide the City with a statement of Civic Center Food and Beverage Revenues for the previous calendar month.

2. F&B EMPLOYEES.

(A) Staffing Levels and Training. Manager shall provide adequate numbers of staff for all catered events and for concessions. All of Manager's employees involved in the sale, service, and distribution of alcoholic beverages shall be trained by Manager in effective alcohol awareness, which includes training consistent with any applicable laws of the City or the State of Alabama.

(B) Food and Beverage Director. Manager shall select a Food and Beverage Director ("FBD") to oversee the Food and Beverage Services at the Civic Center (the "F&B Services"). The FBD shall report to OVG's General Manager.

3. MANAGER'S OPERATIONAL RESPONSIBILITIES.

(A) Periods of Operations. Manager shall provide the F&B Services at such times as shall be reasonably necessary to serve customers of the Facilities.

(B) Quality. All food and beverage items offered for sale by Manager shall be of high quality. Manager shall not offer for sale any food or beverage items that are spoiled, of poor quality, or otherwise unfit for consumption, and any such items shall immediately be removed by Manager from any food preparation or service area. Manager shall maintain a level of service that will provide an effective and convenient operation of food and beverage service. All food, drinks, beverages, confections and other items sold or kept for sale at the concessions will conform in all respects to applicable federal, state and city regulations.

(C) Notice of Health Code Violations. Manager will provide the City, immediately upon Manager's receipt, copies of any reports, citations, or notices that appear from the local health department, as well as copies of any Manager field inspection reports in response thereto. Manager shall promptly correct any such violations and pay any applicable fines, the costs of which shall be deemed an Operating Expense.

(D) Cleaning. Manager shall maintain all food service equipment in a clean and sanitary condition.

(E) Removal of Trash and Garbage. Manager shall be responsible for the removal of all trash, refuse and garbage produced by the F&B Services.

(F) Guidelines. Manager shall adhere to the guidelines set forth in its banquet server guidelines and concession point of service ratio guidelines, copies of which are available for review by the City.

(G) Menus and Pricing. Manager shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the City Contract Administrator and take his or her views into account prior to setting (or changing) such prices and, to the extent inconsistent, the City Contract Administrator's determination as to price for such items will control.

(H) Liquor License. Manager shall maintain a liquor license (unless hereinafter prohibited by law) and all other licenses or permits required by law to provide the F&B Services. Manager shall pay all federal, state and local license and permit fees and collect, withhold, remit, and/or pay for all sales, use and excise taxes and compensation taxes relating to the provision of the F&B Services. The costs of the foregoing shall be an Operating Expense.

4. Catering Fees. As a rule, no outside catering will be permitted in either of the Facilities. However, the City and Manager acknowledge that there may be exceptions to this rule which have been historically granted, such as the case for Mardi Gras organizations at the Civic Center. In all cases where such permission has been granted to a non-profit organization, the licensee for the event will be charged a fee as mutually agreed upon by Manager and the City. The fee so charged shall be included as part of the Civic Center Food and Beverage Revenue. In addition, the licensee for the event shall be required to secure all necessary licenses for such service and will be required to provide the appropriate insurance coverages, naming Manager and City as additional insureds.

MANAGEMENT AGREEMENT

between

CITY OF MOBILE, ALABAMA

and

GLOBAL SPECTRUM, L.P.
d/b/a OVG 360

Dated: As of [_____], 2024

MANAGEMENT AGREEMENT

This Management Agreement is made as of the [__] day of [_____], 2024 ("**Effective Date**"), by and between the City of Mobile, Alabama ("**City**"), and Global Spectrum, LP, a Delaware limited partnership d/b/a OVG 360 ("**Manager**"). City and Manager are sometimes referred to herein as the "**Parties**".

RECITALS

WHEREAS, City owns (i) a convention center consisting of approximately 300,000 total square feet, known as the Arthur R. Outlaw Convention Center (the "**Convention Center**"), and (ii) a theater with a capacity of 1,900, known as the Saenger Theatre (the "**Saenger Theatre**"), each of which is located in the City of Mobile, Alabama (each of the Convention Center and Saenger Theatre is sometimes referred to herein as a "**Facility**" and, collectively, as the "**Facilities**"); and

WHEREAS, the City desires to engage Manager to manage and operate the Facilities on behalf and for the benefit of City, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. Definitions**.** For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: This Management Agreement, together with all schedules and exhibits attached hereto, each of which are incorporated herein as an integral part of this Agreement.

Booking Contract: shall mean user/rental agreements, booking commitments, licenses and all other contracts or agreements generating revenue for the use of the Facilities and entered into in the ordinary course of operating the Facilities. All Booking Contracts will be negotiated by and entered into by Manager; and Manager will be responsible for the administration of the Booking Contracts.

Buyout Amount: shall have the meaning given to such term in Section 12.4.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than $5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of one (1) year.

City: shall have the meaning given to such term in the Recitals to this Agreement.

Commercial Rights: Naming Rights, entitlement rights, pouring rights, branding rights, advertising, Sponsorships, and premium seating (including luxury suites, club seats, loge boxes and party suites, if any) with respect to and located at the Convention Center and/or the Theatre, as the context may require.

Controlled Facilities: shall have the meaning given to such term in Section 5.8 of this Agreement.

Convention Center Fixed Fee: The fixed monthly fee City shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

Convention Center Food and Beverage Fee: shall have the meaning given to such term in Section 3.4 below.

Convention Center Food and Beverage Profits: the amount by which Revenue from the Food and Beverage Services at the Convention Center exceeds Operating Expenses from the Food and Beverage Services at the Convention Center.

Convention Center Food and Beverage Revenue: Revenue from the Food and Beverage Services at the Convention Center.

Convention Center Revenue: Revenue from the operation of the Convention Center.

Convention Center Incentive Fee: The contingent fee City shall pay to Manager under this Agreement, if earned, as more fully described in Section 3.2 below.

Convention Center Net Operating Losses: The amount, if any, by which Operating Expenses directly related to the operation of the Convention Center exceeds Revenue generated from operation of the Convention Center.

CPI: "Consumer Price Index" for the Southeast region, as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

Effective Date: shall have the meaning given to such term in the opening paragraph of this Agreement.

Emergency Event: shall mean any emergency incident threatening or affecting the safety, welfare or security of the City or its inhabitants as determined by the Mayor of the City in his/her discretion. During Emergency Events, the City may take over management and control of the Facilities in accordance with Section 5.8 hereof. The Emergency Event shall terminate once the Mayor of the City provides notice that any Emergency Event has ended, any evacuation orders have been lifted, and/or that it is safe for staff to return to their normal workplace, or that it is safe for the public to return to the community and their homes, as applicable, provided that if use by the City for the Emergency Event has

resulted in damage to the Facilities that, in Manager's reasonable discretion, makes holding Events at the Facilities impracticable, the Emergency Event shall be deemed to continue until the City effects repairs at the Facilities to their condition prior to the Emergency Event.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facilities (or any individual Facility) threatening persons or property.

Event or Events: shall mean events to be held at the Facilities where the Facilities are used by members of the public, whether publicly ticketed or private.

Event Account: A separate interest-bearing account in the name of City and under City's Federal ID number in a local qualified public depository, to be designated by City, where advance ticket sale revenue and rental deposits are deposited by Manager. Manager shall establish two (2) separate Event Accounts under this Agreement, one for (i) the Convention Center, and one for (ii) the Saenger Theatre.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, pandemic or epidemic, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, war or hostilities, a labor dispute which results in a strike or work stoppage affecting the Facilities or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date, as set forth on Exhibit B attached hereto.

Facilities: shall have the meaning given to such term in the Recitals to this Agreement, and shall include the Convention Center and Saenger Theatre, including but not limited to, as applicable, the (i) premium seating areas, if any, meeting and conference rooms, exhibition space, dressing rooms, box office, common areas, lobby areas, executive and other offices, storage and utility facilities, and (ii) the entrances, grounds, sidewalks and parking areas adjacent to the Convention Center as specifically identified on Schedule 1 hereto.

FF&E: Furniture, fixtures and equipment to be procured for use at the Facilities.

Food and Beverage Services: the right to manage, sell and service food, snacks, non-alcoholic beverages and alcoholic beverages, including both concession sales and catering sales, in the Facilities.

General Manager: The employee of Manager acting as the full-time on-site general manager of all of the Facilities as designated by Manager and approved by the City in accordance with Section 6.2. Such employee may be given a different title (such as "Executive Director") in Manager's discretion.

Governmental Authority: shall mean any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority, or any arbitrator, court or tribunal of competent jurisdiction.

Investment: shall have the meaning give to such term in Section 12.4.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

Long-Term Capital Improvement Projects: shall mean any improvement project at the Saenger Theatre where the expected useful life is over five (5) years.

Management-Level Employees: The Executive Director, General Manager(s), Assistant General Managers, Business Managers (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facilities (including, if applicable, employees performing the function of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director, Event Manager and Director of Food and Beverage).

Manager: shall have the meaning given to such term in the Recitals to this Agreement.

Marketing Plan: A plan for the advertising and promotion of the Facilities and Facilities events.

Material Change: shall have the meaning ascribed thereto in Section 3.9.

Material Contracts: shall mean any contract, including but not limited to contracts related to the sale of Commercial Rights, to be entered into by Manager in connection with the Convention Center (a) with obligations or payments by the City/Convention Center in excess of $50,000, (b) with obligations or payments to the City in excess of $100,000, not including contracts for event bookings, (c) that extends for more than five (5) years, or (d) for the sale of Naming Rights. All Material Contracts shall remain subject to the prior review and written approval of City, such approval not to be unreasonably withheld.

Naming Rights: the right to designate the name of the Facilities or a portion of the Facilities (the latter of which is sometimes referred to as sub-naming rights).

New Arena: shall mean the new arena and theater that the City plans to build in the place of the existing Civic Center and Civic Center Theater.

Operating Account: A separate interest-bearing account in the name of City and under City's Federal ID number in a local qualified public depository, to be designated by City, where Revenue is deposited and from which Operating Expenses are paid. Manager shall establish two (2) separate Operating Accounts under this Agreement, one for each of (i) Convention Center, and (ii) the Saenger Theatre.

Operating Budget: A line-item budget for the Convention Center that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, management, staffing, promotion and maintenance of the Facilities, including but not limited to the following: (i) employee payroll, benefits, relocation costs, severance costs, bonus and related costs, (ii) cost of operating supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) printing and stationary costs, (viii) postage and freight costs, (ix) equipment rental costs, (x) repairs, maintenance, and equipment servicing, (xi) security expenses, (xii) telephone and communication charges, (xiii) travel and entertainment expenses of Manager employees, (xiv) cost of employee uniforms and identification, (xv) exterminator, snow and trash removal costs (xvi) computer, software, hardware and training costs, (xvii) parking expenses, (xviii) utility expenses, (xix) office expenses, (xx) audit and accounting fees, (xxi) legal fees, (xxii) all bond and insurance costs (including but not limited to personal property, liability, and worker's compensation insurance, as well as the other insurance coverages required hereunder), including the amount of any deductible or self-insured retention under insurance policies, (xxiii) commissions and all other fees payable to third parties (*e.g.* commissions relating to food, beverage and merchandise concessions services and Commercial Rights sales), (xxiv) cost of complying with any Laws; (xxv) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of the City; (xxvi) costs incurred under Service Contracts and other agreements relating to Facilities operations, (xxvii) costs related to operation of the Food and Beverage Services, (xxviii) Taxes, and (xxix) the Fixed Management Fee.

The term "Operating Expenses" does not include debt service on the Facilities, Capital Expenditures, property taxes, property insurance on the Facilities itself or the contents within the Facilities owned by City, or the Convention Center Incentive Fee, all of which costs shall be borne by City and, if incurred by Manager, shall be promptly reimbursed to Manager by City.

Operating Year: Each twelve (12) month period during the Term, commencing on October 1 and ending on September 30, provided that the first (1st) Operating Year shall be a shorter period to commence on the Effective Date and end on September 30, 2024, and the last Operating Year shall end on the effective date of expiration or termination of this Agreement.

Operations Manual: Document to be developed by Manager which shall contains detailed terms regarding the management and operation of the Facilities, including detailed policies and procedures to be implemented in operating the Facilities, as agreed upon by both City and the Manager.

Person: shall mean an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

Revenue: All revenues generated by Manager's operation of the Facilities, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, revenue from operation of the Food and Beverage Services, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party promoter/licensee and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facilities and entered into in the ordinary course of operating the Facilities.

Saenger Theatre Naming Rights Fee: shall have the meaning ascribed thereto in Section 3.6.

Saenger Theatre Operating Profit: The amount, if any, by which Revenue generated from operation of the Saenger Theatre exceeds Operating Expenses directly related to operation of the Saenger Theatre.

Saenger Theatre Operating Losses: The amount, if any, by which Operating Expenses directly related to the operation of the Saenger Theatre exceeds Revenue generated from operation of the Saenger Theatre.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facilities, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facilities.

Short-Term Capital Improvement Projects: shall mean any improvement project at the Saenger Theatre where the expected useful life is less than five (5) years.

Sponsorship: sponsorship, promotional and advertising rights, entitlements and benefits associated with the Facilities and events and activities occurring thereat, including without limitation the right to suggest a branding affiliation and/or market or promote a brand, product or service at or in connection with the Facility or events or activities occurring thereat.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of City at the Facilities, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facilities, from any guests, or from any others using or occupying all or any part of the Facilities.

Term: shall have the meaning given to such term in Section 4.1 of this Agreement.

Trailing Commissions: shall have the meaning given to such term in Section 3.3 of this Agreement.

Transition Budget: shall mean the budget reflecting anticipated Transition Costs attached hereto as Exhibit D.

Transition Costs: shall mean the out-of-pocket costs incurred by Manager, both prior to and following the Effective Date, in connection with its activities related to the transition of management of the Facilities to Manager, as set forth in the Transition Budget.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Engagement.

(a) City hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facilities, including the Food and Beverage Service, subject to and as more fully described in this Agreement and, in connection with the foregoing, Manager shall perform the services described in Exhibit A attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.

Section 2.2 Limitations on Manager's Duties.

(a) Manager's obligations under this Agreement with respect to the Convention Center are contingent upon and subject to City making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to City or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by City to timely provide such funds. For the sake of clarity, the limitations described in this Section 2.2 do not apply to Manager's obligations at the Saenger Theatre, as further described in Section 9.3 below.

(b) While Manager's rights and obligations under this Agreement include the right to negotiate or draft Material Contracts, Manager may only enter into Material Contracts with City's prior written approval as set forth herein.

ARTICLE 3
COMPENSATION

Section 3.1 Convention Center Fixed Management Fee. During the Term, in consideration of Manager's performance of its services hereunder at the Convention Center, City shall pay Manager a fixed management fee, as follows:

(a) Convention Center Fixed Fee. For Manager's management of the Convention Center, the City shall pay Manager a fixed fee ("**Convention Center Fixed Fee**"). Beginning on the Effective Date and ending on September 30, 2027, the Convention Center Fixed Fee shall be Sixteen Thousand Six Hundred Sixty-Six Dollars ($16,666) per month. Beginning on October 1, 2027, the Convention Center Fixed Fee shall be increased each three (3) year period during the Term, by the change in CPI, as follows: Beginning on October 1, 2027, and continuing on each third (3rd) anniversary thereafter during the Term, the Convention Center Fixed Fee for the succeeding three-year period shall be adjusted by a percentage amount equal to the percentage change in the CPI from (i) the

date that is 3-years prior to the date of such adjustment, to (ii) the date of the adjustment. If the CPI goes down in any three-year period, the Convention Center Fixed Fee for such year shall remain flat.

The Convention Center Fixed Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first (1st) day of each month thereafter (prorated as necessary for any partial months). Manager shall be entitled to pay itself such amount from the Operating Account.

Section 3.2 Convention Center Incentive Fee. In addition to the other fees described hereunder, as consideration for Manager's management of the Convention Center, Manager shall be entitled to receive a Convention Center Incentive Fee for each full or partial Operating Year of the Term not to exceed a total amount of Two Hundred Thousand Dollars ($200,000) for the first (1st) Operating Year, such amount to be increased by CPI starting on October 1, 2027 and in each succeeding three (3) year period as described in Section 3.1(a) above. The Convention Center Incentive Fee shall be paid solely for Manager's management of the Convention Center, and determined as provided in Exhibit F. The Convention Center Incentive Fee earned by Manager shall be paid to Manager no later than ninety (90) days following the end of each Operating Year.

Section 3.3 Convention Center Commercial Rights Fee. In addition to the other fees due Manager hereunder, the City shall pay Manager fifteen percent (15%) of Revenue from Commercial Rights sales at the Convention Center (collectively, the "**Commercial Rights Fee**"). For the sake of clarity, the parties acknowledge that the Commercial Rights Fee shall be paid on all gross revenue from the sale of Commercial Rights at the Convention Center as described in the preceding sentence during the Term, excluding those rights that have been secured by the Owner, the prior manager of the Facilities, or any third party prior to the Effective Date regardless of whether the Revenue from such prior sales is attributable to any period within the Term. The Commercial Rights Fee shall be paid for the full duration of all contracts for such applicable Commercial Rights, including, with respect to contracts for Commercial Rights secured during the Term, any time period that extends after the end of the Term (commissions accruing to Manager after the end of the Term are referred to herein as "**Trailing Commissions**"). All sales of naming rights, and sales of any other Commercial Rights that extend for periods after the end of the Term, are subject to prior review and approval by the City in its sole discretion. Payments due under this paragraph shall be made to Manager on an annual basis, within sixty (60) days of the end of each Operating Year, with respect to Revenue received in that year from the applicable Commercial Rights contracts. The provisions of this paragraph shall survive expiration or termination of this Agreement, and such settlements shall continue on an annual basis following the end of the Term with respect to Revenue from Commercial Rights received in such years until such time as all Commercial Rights Fees, including the Trailing Commissions, due Manager under this paragraph are fully paid.

Section 3.4 Convention Center Food and Beverage Fee. In addition to the other fees due Manager hereunder, City shall pay Manager a fee for provision of the Food and Beverage Services at the Convention Center (the "**Food and Beverage Fee**"). If Manager engages its Affiliate to provide the Food and Beverage Services, Manager may pay such fee directly to such Affiliate. The Food and Beverage Fee for the Convention Center shall be (i) seven percent (7%) of Convention Center Food and Beverage Revenue, plus (ii) five percent (5%) of Convention Center Food and Beverage Profits. Such fees shall be paid to Manager on a monthly basis within thirty (30) days of the month for which they were earned.

Section 3.5 Saenger Theatre. As consideration for its management of the Saenger Theatre, Manager shall be entitled to be paid, and Manager shall retain, one hundred percent (100%) of all Saenger Theatre Operating Profit. Manager shall receive such Saenger Theatre Operating Profit for its own account on a "real time" basis as such profit is generated. If any Saenger Theatre Revenues accrue to or are received by the City, the City shall promptly remit such Revenues to Manager. For the sake of clarity, the parties acknowledge that Manager's rights with respect to Saenger Theatre Operating Profits commence from and after the Effective Date (and thus applies for the first Operating Year only for the months of April through and including September 2024), and Manager is not entitled to Saenger Theatre Operating Profits from the months prior to the Effective Date.

Section 3.6 Saenger Theatre Naming Rights Fee. Excluding the fifteen percent (15%) Saenger Theatre Naming Rights Fee described below in this Section, Revenue from the sale of Naming Rights for the Saenger Theatre shall be used solely for Long Term Capital Improvement Projects as approved by both the City and Manager. Manager shall be entitled to retain fifteen percent (15%) of Revenue from Naming Rights sales at the Saenger Theatre during the Term, and what constitutes Naming Rights sales at the Saenger Theatre will be determined by the Manager and the City prior to the sale thereof (the "Saenger Theatre Naming Rights Fee").

Section 3.7 Transition Costs. Promptly following the Effective Date, Manager shall do all things reasonably necessary to transition from the current management of the Facilities to the commencement of its management services hereunder. City shall reimburse Manager for the Transition Costs in accordance with the Transition Budget as Operating Expenses in the current operating budgets for the Facilities. Manager shall invoice City for such costs, and City shall pay such costs within thirty (30) days of its receipt of each such invoice. Each invoice to be provided by Manager shall be accompanied by reasonable back-up documentation evidencing the incurrence of the Transition Costs.

Section 3.8 Late Payments. Manager shall have the right to assess interest on any payments of the fees described in this Section that are not made when due. Such interest shall accrue at the rate of eight percent (8%) per annum.

Section 3.9 Commitment to Act in Good Faith; City Reservation of Sovereign Powers. The Parties hereunder acknowledge and agree that the financial arrangements hereunder are each based on the assumptions that each Party will act in good faith with respect to their operations hereunder, and that the regulatory environment (on a City basis) relating to Facility operations will not change during the Term in a manner that materially negatively impacts Manager's financial arrangements. In accordance with the foregoing, the Parties agree as follows:

(a) Manager agrees that it shall act in good faith to maximize Convention Center Revenues and minimize Convention Center Operating Expenses, while acting at all times in a manner consistent with first class facility management industry standards and its other facility management and operation engagements, provided that Manager makes no guarantee as to the financial performance of the Facilities hereunder. Should the City have reasonable concerns that Manager is not acting in accordance with the foregoing, the Parties shall proceed as set forth below:

(i) Without prejudice to its rights under section 4.2, if the City has a good faith concern that the requirements of the foregoing paragraph of this Section 3.9(a) are

not being followed, the City may notify Manager in writing of such concern. In such case, the Parties agree to meet within ten (10) days of Manager's receipt of such written notice to discuss the issue. If the issue is not resolved within five (5) days of such meeting, the Parties agree to escalate the issue to the Manager's President, and the City's Mayor, who agree to use good faith efforts for a period of at least thirty (30) days to attempt to resolve such issue in a manner that satisfies the Parties. Nothing in this paragraph shall limit or restrict in any way a Party's exercise of any other rights or remedies that may be available to it, including its rights to proceed under Section 4.2 hereof.

(b) Manager agrees that nothing herein shall limit the City's right to impose Taxes or other regulations in its sovereign discretion, provided in the event the City imposes or increases an admissions, sales or other tax on Saenger Theatre tickets or its other operations, the Parties shall discuss in good faith amendments to this Agreement to reflect any negative impact such tax may have on Saenger Theatre Operating Profits/Losses.

ARTICLE 4
TERM; TERMINATION

Section 4.1 Term. The term of this Agreement (the "**Term**") shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall expire on the later of (a) June 30, 2044, or (b) the date on which the contract (if any) between Manager and City to manage/operate the New Arena expires.

Section 4.2 Termination. This Agreement may be terminated, in whole:

(a) (i) by City upon thirty (30) days written notice to Manager, in the event of a permanent closure of both of the Facilities, the fact of which is certified by the City in writing to Manager (and if only one of the Facilities closes, this Agreement shall terminate with respect to the closed Facility but shall remain in full force and effect with respect to the other Facility), (ii) by either Party if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period, with each such failure to perform or comply constituting a "**Breach**", or (iii) by Manager as described in Section 12.2 below.

(b) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

(c) by either party upon termination by such party for an uncured breach or default of any subsequent agreement between Manager and the City for the management or operation of the existing City of Mobile Civic Center and Civic Center Theater located at 401 Civic Center Drive, Mobile, AL 36602 and/or the New Arena, as may be constructed by the City.

(d) Notwithstanding the foregoing, Manager shall have the right to terminate this Agreement with respect to both Facilities (but not either the Convention Center or the Saenger Theatre individually) so long as the Manager's agreement to be entered into to operate the New Arena is simultaneously terminated, on no less than ninety (90) days' prior written notice to the City in the event (i) the City fails to fund Capital Improvements sufficient to maintain the Saenger Theatre in the condition that it is in as of the Effective Date, or (ii) the City constructs, or permits the construction on City property, of a competitive theatre that has a material adverse effect on Manager's ability to generate Net Operating Profits at the Saenger Theatre.

(e) Notwithstanding the foregoing, the City shall have the right to terminate this Agreement with respect to the Facilities if in any two (2) consecutive Operating Years beginning with the 2027-28 Operating Year the actual Convention Center Net Operating Losses are more than the Convention Center Net Operating Losses in the mutually agreed Operating Budget for such years (the "**NOL Targets**"), unless such excess losses are due in whole or in part to the occurrence of an Event of Force Majeure. If such termination right is available to the City and the City desires to exercise such right, the City must deliver written notice of termination no later than ninety (90) days following the end of the second (2^{nd}) of such two (2) consecutive years, and such termination shall take effect on the date that is one hundred and twenty (120) days from the date on which Manager receives such written notice. For clarity, if the City exercises its right to terminate under this paragraph, the City shall remain responsible for paying the Buyout Amount. The Parties acknowledge and agree that Manager should not be negatively impacted under this paragraph for offering discounts, at the City's request or direction, on rent or other charges to attract events to the Convention Center/City, so for purposes of determining whether the actual Convention Center Net Operating Losses exceeded the NOL Target, any such discount(s) shall be added back to Revenue as a "revenue paper credit" when calculating actual Convention Center Net Operating Losses.

Section 4.3 Effect of Termination. Upon expiration of this Agreement pursuant to Section 4.1, or termination of this Agreement pursuant to Section 4.2, the following shall apply:

(a) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder and surrender and vacate the Facilities, (ii) Manager shall return all property, equipment and furnishings in good repair, normal wear and tear excepted, subject to the limits of the Operating Budgets and funding by the City of Capital Expenditures, and damage caused by third parties, (iii) Manager shall deliver or otherwise make available to the City all data, electronic files, documents (including, without limitation, contracts and forms), procedures, reports, estimates, summaries, intellectual property, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and consistent with Section 5.1, if necessary, shall execute all documents necessary to effectuate ownership rights in the same to City, provided that Manager shall own and may retain all employment files/records relating to employees of Manager during the Term, and Manager may retain copies of all materials pertinent to its operation of the Facilities during the Term, such as materials documenting its performance and those relating to claims or potential claims that have been or may be

asserted related to Manager's operation of the Facilities, including contracts and event incident reports, (iv) Manager shall transfer any open Facility accounts (such as any Event Account) or the monies therein to the City or a successor Facility manager, and (v) without any further action on the part of Manager or City, the City shall, or shall cause the successor Facilities manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facilities agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

(b) City shall promptly pay Manager all fees and Convention Center Operating Expenses (if any are advanced by Manager pursuant to this Agreement) due Manager up to the date of termination or expiration. City shall also pay Manager within sixty (60) days after the applicable Operating Year's end if owed a pro rated portion of the Convention Center Incentive Fee for the last Operating Year if not a full 12 months.

(c) In the event this Agreement is terminated by the City pursuant to Section 4.2(a)(i) (permanent closure of a Facility), or by Manager under Section 4.2(a)(ii) or (iii), 4.2(b) or 4.2(d), City shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include reasonable costs associated with (i) to the extent any Management-Level Employee's employment with Manager will cease as a result of the termination of this Agreement, reimbursement of Manager for any severance paid to such employees, not to exceed three (3) months per employee paid to no more than three (3) of Manager's Management-Level Employees, and (ii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement. City's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses and has taken reasonable steps to mitigate the same.

ARTICLE 5
OWNERSHIP; USE OF THE FACILITIES; PARKING

Section 5.1 Ownership of Facilities, Data, Equipment and Materials.

(a) City will at all times retain ownership of the Facilities and, except as otherwise set forth in Section 11.3 below, all Facilities FF&E. Any data, equipment, supplies and materials furnished by City to Manager or acquired by Manager as an Operating Expense shall remain the property of City, and shall be returned to City when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, City recognizes that Manager intends to license certain third-party software for use with respect to Manager's obligations at the Facilities, the costs of which are paid on a monthly basis, and upon expiration or termination of the Term such software licenses shall remain with Manager. Furthermore, the parties agree that (i) the Operations Manual to be developed and used by Manager hereunder is proprietary to, and shall be owned by, Manager, but City may retain a copy thereof for its own use following the end of the Term and may share the contents of the Operations Manual with a new manager as reasonably necessary for use solely at the Facilities, and (ii) all employee files shall belong solely to Manager.

(b) Without the prior written consent of City, Manager shall not grant any security interest in or create any encumbrance on any property held by City or any of its Affiliates.

(c) Upon the prior written request of City, Manager will assist City with registering domain names for the Facilities in the name of the City.

Section 5.2 Right of Use by Manager. City hereby gives Manager the right and license to use the Facilities, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facilities. Without limiting the foregoing, Manager shall have the exclusive right to use (or permit a third party to use, as applicable) the concession stands, novelty stands, customer serving locations, food preparation areas, vendor commissaries, kitchen and warehouse facilities, and other food service related areas of the Facility, together with the improvements, equipment and personal property upon or within such areas, for the purpose of providing the Food and Beverage Service (and providing other duties required of Manager hereunder).

Section 5.3 Office Space and Parking. City shall provide Manager, at no cost to Manager, a sufficient amount of suitable office space in the Facilities, consistent with prior use by the prior manager of the Facilities as office space, and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the City shall make available to Manager, at no cost, parking spaces adjacent to the Convention Center for all of Manager's full-time employees and for the Facilities' event staff consistent with prior use.

Section 5.4 Observance of Agreements. City agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, use agreements, bonds, debentures, loans and other financing and security agreements to which City is bound in connection with its ownership of the Facilities.

Section 5.5 Reservation of Rights of City In General. Representatives of the City shall have the right to enter all portions of the Facilities to inspect the same, to observe the performance of Manager of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to Manager for security purposes and to minimize any interference with or disruption of Manager's work under this Agreement. Nothing contained in this Section (i) is intended or shall be construed to limit any other rights of the parties under this Agreement nor (ii) shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

Section 5.6 Use by City. City shall have the right to use the Facilities or any part thereof rent-fee for meetings, seminars, training classes or other non-commercial uses, provided that City shall promptly reimburse Manager, for deposit into the Operating Account, for any out-of-pocket expenses incurred by Manager (such as the cost of ushers, ticket-takers, set-up and take-down personnel, security expenses and other expenses) in connection with such use. Such non-commercial use of the Facilities by

City shall (i) not compete with or conflict with the dates previously booked by Manager for paying events, (ii) not consist of normally touring attractions (such as concerts and family shows), and (iii) be booked in advance upon reasonable notice to Manager pursuant to the Facilities' approved booking policies and subject to availability. Upon request of City, Manager shall provide to City a list of available dates for City's use of the Facilities. To the extent that Manager has an opportunity to book a revenue-producing event on a date which is otherwise reserved for use by City, Manager may propose alternative dates for City's event, and City shall use best efforts to reschedule its event to allow Manager to book the revenue-producing event.

Section 5.7 Preferential Use. The following organizations will be entitled to preferential use of the specific Facilities as referenced and provided in this Section:

a. Mardi Gras. As requested by the City, and subject to any rights of third parties/entities granted prior to the Effective Date, Manager shall engage in discussions and good faith efforts with Mardi Gras organizations which are displaced during the Mardi Gras parading seasons of 2025 and 2026 due to the construction of the New Arena to utilize the Convention Center for there respective annual events.

b. Mobile Symphony. Manager recognizes the existing commitments made to the Mobile Symphony regarding the Saenger Theatre and will adopt the system established to hold future dates for both performances and rehearsals, to allow the Mobile Symphony to continue its past practice of offering third-party (specialty catered) food service to season ticket holders and sponsors at Mobile Symphony events, and allow the Mobile Symphony to continue its past practice of operating its own box office to sell tickets to Mobile Symphony events.

Section 5.8 Emergency Events. The City reserves the right to take over control, management, use, and occupancy of some or all of the Facilities at no charge during an Emergency Event (the "**Controlled Facilities**"). During such Emergency Event, the City shall be solely responsible for the costs of operating, servicing, and supplying staff, citizens, visitors, and vendors occupying the Controlled Facilities during the Emergency Event, and Manager shall not be responsible for staffing or operating the Controlled Facilities during such Emergency Events other than basic security and general operation matters. To the extent any Signage at any of the Facilities is digital, the City shall have the right to use such Signage during the Emergency Event (e.g., for public notifications). The City shall be responsible at its expense for repairing any damage to the Controlled Facilities occurring during an Emergency Event and returning the Controlled Facilities to the same condition as the Controlled Facilities were prior to the Emergency Event. The Fixed Management Fee shall remain due and owing during the Emergency Event, and the City shall be liable for any incremental costs reasonably incurred by Manager during such Emergency Event and directly resulting from the City controlling the Controlled Facilities, such as the cost of laying off or furloughing employees. For any scheduled Event not otherwise cancelled or postponed due to the Emergency Event, the Parties shall use their best faith efforts to reschedule the Event and amend the Operating Budget as necessary in compliance with the terms set forth in Section 7.2 of this Agreement. The foregoing provision shall not be deemed to limit either Party's termination rights set forth in Section 4.2 of this Agreement.

Section 5.9 Parking Facilities. The Facilities include the parking areas adjacent to the

Convention Center as specifically identified on Schedule 1 hereto. The identified parking spaces adjacent to the Convention Center shall be available for use by Manager for Manager's staff and for event patrons/attendees and shall be managed by Manager under the terms of this Agreement and the revenue derived from them shall be included in Convention Center Revenue.

ARTICLE 6
PERSONNEL

Section 6.1 Generally. All Facilities staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of City. Manager shall select, in its sole discretion but subject to the approved Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. City specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee policies, not to exceed industry standards for similar facilities, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee policies related to bonus and benefits shall be provided to City upon request.

Section 6.2 General Manager. Personnel engaged by Manager will include a qualified individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of all of the Facilities. Hiring of the General Manager shall require the prior approval of City, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining City's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facilities, supervision of employees, and management and coordination of all activities associated with events taking place at the Facilities. The parties acknowledge that the General Manager may have a different title (such as Executive Director), in Manager's discretion.

Section 6.3 Non-Solicitation / Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither Party ("Soliciting Party") nor any of its subsidiary entities shall solicit for employment, or hire, any of the other Party's ("Employing Party") Management-Level Employees (as to City, "Management-Level Employees" shall mean Director level and above). The Soliciting Party acknowledges that the Employing Party will spend a considerable amount of time identifying, hiring and training individuals to work in such positions, and that the Employing Party will suffer substantial damages, the exact amount of which would be difficult to quantify, if the Soliciting Party were to breach the terms of this Section by hiring, or soliciting for employment, any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by the Soliciting Party, the Employing Party shall be entitled (in addition to any other rights and remedies which the Employing Party may have at law or in equity, including money damages) to seek equitable relief, including an injunction to enjoin and restrain the Soliciting Party from continuing such breach, without the necessity of posting a bond. The terms of this Section do not apply to employees who are terminated by the Employing Party, other than as a result of termination or expiration of this Agreement.

ARTICLE 7
OPERATING BUDGET

Section 7.1 Establishment of Convention Center Operating Budget. The Operating Budget for the Convention Center for the period [_____], 2024, through September 30, 2024, will be the City's current operating budget for the Convention Center. Manager agrees that no later than July 31, 2024, with respect to the Operating Year commencing October 1, 2024, and at least 60 days prior to the commencement of each subsequent Operating Year, it will prepare and submit to City its proposed Operating Budget for the Convention Center. Each such annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. City agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget. The parties acknowledge certain overhead expenses (for example, insurance costs and costs related to the General Manager overseeing all the Facilities and the New Arena pursuant to a separate agreement) may be allocated among the various Operating Budgets (including the operating budget for the Saenger Theatre), which allocation shall be proposed by Manager in a fair and equitable manner shall be subject to the approval of the City, such approval not to be unreasonably withheld.

Section 7.2 Approval of Convention Center Operating Budget. Each annual Operating Budget shall be subject to the review and approval of City, which approval shall not be unreasonably withheld or delayed. In order for City to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to City such reasonable financial information relating to the Facilities as may be requested by City from time to time. If events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by City, which approval shall not be unreasonably withheld or delayed. If City fails to approve any annual Operating Budget (or any proposed amendment thereto), City shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties.

Section 7.3 Adherence to Convention Center Operating Budget. Manager shall use all reasonable efforts to manage and operate the Convention Center in accordance with the applicable Operating Budgets. However, City acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities similar to such Facilities, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and that Manager shall have no liability if the numbers within the Operating Budgets are not achieved. Manager agrees to notify City within 30 days of any material negative variance in the bottom-line net operating profit/loss figure in any Operating Budget, and any material increase in total Operating Expenses for the Convention Center from that provided for in the applicable Operating Budget. For purposes of this Section 7.3, a material variance or increase shall mean a variance or increase of more than fifteen percent (15%). In either such case and if requested by City, Manager agrees to work with City to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the applicable Operating Budget.

Section 7.4 Saenger Theatre Budget. Manager shall not be required to submit its operating budget for the Saenger Theatre to the City for approval, nor shall Manager be limited in Operating Expenses it may make at the Saenger Theatre. Manager shall have sole discretion over the operating budget for the Saenger Theatre.

ARTICLE 8
PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt, in the applicable Event Account for the Facility, all revenue received from ticket sales and advance deposits which Manager receives in contemplation of, or arising from, an event. Manager shall establish two (2) separate Event Accounts under this Agreement, one for the Convention Center, and one for the Saenger Theatre. Such monies will be held in escrow for the protection of ticket purchasers, City and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion and settlement of such events, Manager shall transfer all funds remaining in the applicable Event Account, including any interest accrued thereon, into the applicable Operating Account. For the sake of clarity, funds in the Event Account for the Convention Center shall be held separately, and not be commingled with, funds in the Event Account for the Saenger Theatre.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facilities shall be deposited by Manager into the applicable Operating Account for the Facility as soon as practicable upon receipt (but not less often than once each business day). Manager shall establish two (2) separate Operating Accounts under this Agreement, one for Convention Center, and one for the Saenger Theatre. The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitations of this Agreement, without needing to obtain the co-signature of an City employee or representative. The City shall not have access to the Operating Account for the Saenger Theatre. For the sake of clarity, funds in the Operating Account for the Convention Center shall be held separately, and not be commingled with, funds in the Operating Account for the Saenger Theatre.

ARTILE 9
DBE AND LOCAL PARTICIPATION

Section 9.1 Participation Goals. Manager agrees that in each Operating Year, it shall seek to provide no less than thirty percent (30%) of the total of (a) Operating Expenses (excluding utility costs and salaries of on-site employees) and (b) event expenses remitted by users of the Facilities pursuant to Booking Contracts (collectively, "**Directed Expenses**") to certified Disadvantaged Business Enterprises (DBEs) ("**Participation Goal**"). For clarify, Directed Expenses shall exclude expenses over which Manager has no control or is unable to direct to a third party, including, without limitation, union labor (e.g., stagehands). In addition, Manager agrees that is shall comply with the Mobile First Initiative set

forth in Exhibit E attached hereto (the "Local Hire Commitment"), and shall utilize City-approved workforce services to the extent required by the Local Hire Commitment. If Manager does not meet the Participation Goal or Local Hire Commitment in any Operating Year, it shall not be considered a breach hereunder, but Manager and the City shall meet within sixty (60) days of following submission of DBE reporting as set forth below to discuss efforts by which Manager can meet its Participation Goal, and implement measures to meet its Participation Goal in the following Operating Year.

Section 9.2 Reporting. Within one hundred twenty (120) days after the end of each Operating Year, Manager shall submit to the City (a) an accounting of Directed Expenses paid, the entities to which Directed Expenses have been paid, and whether those entities are certified DBE enterprises, for purposes of determining Manager's compliance with the Participation Goal and (b) a hiring report, in form to be mutually agreed by the Parties, for purposes of determining Manager's compliance with the Local Hire Commitment.

ARTICLE 10
FUNDING

Section 10.1 Source of Funding for Convention Center. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Convention Center as provided in the Operating Budget from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of such Facilities (as described in Article 8 above), or otherwise made available by City. To ensure sufficient funds are available in the Operating Account, City will deposit in the Operating Account, on or before the Effective Date, the budgeted expenses in the Operating Budget for the Convention Center for the 3-month period beginning on the Effective Date. City shall thereafter, on or before the 1st day of each succeeding month following the Effective Date, deposit (or allow to remain) in the Operating Account the budgeted (in the Operating Budget) or otherwise approved expenses for such Facilities for each such month, at all times maintaining sufficient funds in the Operating Account to pay the anticipated expenses in the Operating Budget for the then-upcoming month plus the immediately following two (2) months. Manager shall have no liability to City or any third party in the event Manager is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 10.2 Advancement of Funds for Convention Center. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses for the Convention Center. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses for the Convention Center, City shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at the rate of eight percent (8%) or the highest rate permitted by law, whichever is less.

Section 10.3 Source of Funding for Saenger Theatre. Manager, and not City, shall be solely responsible for any Saenger Theatre Operating Losses (provided that the City, and not Manager, shall be solely responsible for all Capital Expenditures as provided in Section 12.3 at the Saenger Theatre). Manager shall pay all Operating Expenses for the Saenger Theatre from Revenues generated from operation of the Saenger Theatre and, in the event that Revenues from operation of the Saenger Theatre

are not sufficient to pay such Operating Expenses, Manager shall be responsible for making up the difference with funds from its own account. For the sake of clarity, the parties acknowledge that Manager's obligations with respect to Saenger Theatre Operating Losses commence from and after the Effective Date (and thus applies for the first Operating Year only for the months of April through and including September 2024), and Manager is not responsible for Saenger Theatre Operating Losses from the months prior to the Effective Date.

ARTICLE 11
FISCAL RESPONSIBILITY; REPORTING

Section 11.1 Records. Manager agrees to keep and maintain, at its office in the Facilities, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facilities. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. City or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 11.2 Convention Center Monthly Financial Reports. Manager agrees to provide to City, within thirty (30) days after the end of each month during the Term, financial reports for the Convention Center, including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles, provided however the first financial statement Manager shall provide shall be within thirty (30) days following the second (2nd) month of the Term, and shall cover the first two (2) months of the Term. In addition, starting with the second (2nd) month of the Term, Manager agrees to provide to City a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Convention Center during such month. Additionally, Manager shall submit to City, or shall cause the applicable public depository utilized by Manager to submit to City, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account for the Convention Center. Manager shall not be required to provide to the City financial reports for the Saenger Theatre.

Section 11.3 Audit. Manager agrees to arrange to provide to City, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Convention Center. Costs associated with obtaining such certified audit report shall be an Operating Expense of such Facilities. Such audit shall be performed by an external auditor approved by City, and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 12
CAPITAL IMPROVEMENTS; CAPITAL RESERVE FUND; MANAGER CONTRIBUTION

Section 12.1 Schedule of Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to City, provide to City a schedule of proposed capital improvements to be made at the Facilities, for the purpose of allowing City to consider such projects and

to prepare and update a long-range Capital Expenditure budget. Subject to Section 12.2 below as it relates to the Convention Center and Saenger Theatre, the decision whether to proceed with any proposed Capital Expenditure rests solely with the City.

Section 12.2 Responsibility for Capital Expenditures. City shall be solely responsible for all Capital Expenditures at the Facilities. The City shall have discretion during the Term as to whether or not to make Capital Expenditures at the Convention Center and Saenger Theatre, provided that the City covenants to make (a) any and all Capital Expenditures at the Convention Center and Saenger Theatre necessary to allow Manager to maintain the Convention Center and Saenger Theatre in the condition as they are as of the Effective Date, reasonable wear and tear excepted, and (b) the expenditures described in Section 12.3 below. Notwithstanding anything in this Section 12.2, to the contrary, Manager shall have the right (but not the obligation) to make Capital Expenditures at the Facilities for Emergency Repairs provided that Manager has either reached City's contract administrator (as described in Section 14.1) for approval of Emergency Repairs and such Emergency Repair is authorized by such contract administrator or attempted to contact the contract administrator and failed to reach him/her, in which case the Emergency Repair is deemed approved by City. The City shall promptly reimburse Manager for the cost of any Capital Expenditure approved in advance by City or, as to Emergency Repairs, so long as Manager has complied with the procedure set forth in the preceding sentence. Manager shall have no liability for any claims, costs, or damages arising out of a decision by the City to make or not to make any Capital Expenditure at the Facilities; provided however in the event City's decision as to any Capital Expenditure required by this Agreement could materially interfere, impede or impair the ability of Manager to manage, operate or promote the Facilities, Manager shall have the right with one hundred and eighty (180) days prior written notice to the City to terminate the Agreement.

Section 12.3. Capital Reserve Fund. The City consents to Manager adding one dollar ($1.00) per paid ticket over the face value, for tickets to the Saenger Theatre with a face value of $15.00 or more, with the revenue generated from such incremental charge to be deposited to the Saenger Theatre Operating Account to be used as a capital improvement reserve fund. Fifty percent (50%) of such capital reserve fund will be allocated towards Long-Term Capital Improvement Projects at the Saenger Theatre and such projects shall be determined by the City. The other fifty percent (50%) of such fund shall be used for Short-Term Capital Improvement Projects at the Saenger Theatre and such projects shall be determined by Manager.

Section 12.4 Manager Contribution. Manager shall make a capital contribution of Two Million Dollars ($2,000,000) (the "**Investment**") at the Convention Center and Seanger Theatre for improvements and/or capital equipment dedicated to such Facilities. City and Manager shall mutually agree upon the specific equipment and improvements to be purchased or made with the Investment, as well as the location for such improvements or installation of such equipment. The Investment shall be made no later than March 31, 2025.

Once identified, the specific equipment and other related tangible personal property to be purchased with the Investment shall be set forth in a writing to be signed by the parties and updated by the parties from time to time as necessary to reflect any replacements or substitutions thereof. All equipment, improvements and other items purchased with the Investment, including any replacements or substitutions thereof, shall be owned by Manager until payment of the Buyout Amount (as described below), and City agrees to execute such documents as Manager shall reasonably request evidencing Manager's ownership interest in such improvements and equipment, including financing statements. For

the sake of clarity, nothing in this paragraph shall be construed as requiring Manager to replace any equipment or other personal property at its own cost.

The Investment shall be amortized on a straight-line basis over a ten (10) year period (at the rate of 1/120 per month), commencing on the Effective Date. Within five (5) days of the early termination of this Agreement as it relates to the Convention Center and/or the Saenger Theatre (for any reason whatsoever, including without limitation if due to a breach, default or bankruptcy event by or affecting Manager), City shall immediately pay to Manager the unamortized amount of the Investment (the "**Buyout Amount**"), provided that if this Agreement is terminated early by City under Section 4.2(a)(ii), the City may deduct from such amount any reasonable, documented out-of-pocket costs or losses directly resulting from the Breach by Manager giving rise to such termination ("**Breach Costs**"). In the event that City fails to pay Manager the Buyout Amount (less the Breach Costs) when due, the Buyout Amount (less the Breach Costs) shall accrue interest at the rate of eight percent (8%) per annum, or the highest rate permitted by law, whichever is less. In such event, and without limiting any other rights or remedies available to it, Manager may reenter the Facilities, with or without process of law, and remove in a commercially reasonably manner the improvements or equipment purchased with the Investment and retain or dispose of such improvements or equipment as Manager sees fit. In such event, Manager shall retain its right to receive the Buyout Amount (less the Breach Costs), but any proceeds from the sale of such improvements or equipment, less the cost to Manager of removing, storing and selling such improvements or equipment, shall reduce the Buyout Amount.

City covenants and agrees not to permit any liens or encumbrances to attach to the leasehold improvements and equipment purchased with the Investment, and hereby waives any right to attach any claim, lien, or attachment to such improvements or equipment. Once the Investment is fully amortized or the Buyout Amount is paid in full to Manager, title to the equipment and improvements purchased with the Investment will become vested in City, and Manager agrees to execute all necessary documents to evidence same. The rights of Manager set forth in this Section shall be in addition to any other rights of Manager at law or in equity.

ARTICLE 13
FACILITIES CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 13.1 Existing Contracts. City shall provide to Manager, on or before the Effective Date, copies of all Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts.

Section 13.2 Execution of Contracts. Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facilities. All such contracts shall be entered into by Manager, as agent on behalf of City. All Facilities contracts, including Booking Contracts and Service Contracts, will be negotiated and priced by Manager using its existing forms (as applicable) and shall be entered into by Manager as agent on behalf of City; provided, however that City shall have the right of prior approval of all Material Contracts prior to their execution by Manager, which approval shall not be unreasonably withheld, conditioned, or delayed. All contracts entered into by Manager shall contain indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being

provided or performed by such parties, naming each of Manager and City as indemnified parties and additional insureds, respectively.

Section 13.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facilities (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services) with the prior approval of City (which approval shall not be unreasonably withheld or delayed), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, at the request of City, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate or requested by City, competitive bids from other persons seeking to render such services at the Facilities.

ARTICLE 14
AGREEMENT MONITORING AND GENERAL MANAGER

Section 14.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facilities, unless Manager notifies City of a substitute contract administrator in writing. City shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or City participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 15
INDEMNIFICATION

Section 15.1 Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless City, its Affiliates, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "**City Indemnified Parties**") against any third party claims or causes of action, and all costs, expenses (including reasonable attorneys' fees) liabilities, or damages relating to such third party claims (collectively, "**Losses**") suffered by the City Indemnified Parties, to the extent caused by (a) negligent act or omission, or intentional misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Manager of any of its representations, covenants or agreements made herein. Notwithstanding the foregoing, the foregoing indemnification and defense obligations shall not apply to the extent the Losses are caused by any of the following: ("**Excluded Claims**"): (a) any negligent act or omission, or intentional misconduct, or failure to comply with Laws, on the part of City or any of its employees or agents in the performance of its obligations under this Agreement, (b) a breach by City of any of its representations, covenants or agreements made herein, including without limitation City's obligation to fund budgeted or otherwise approved expenses in a timely manner, (c) any environmental condition at the Facilities or on or under the premises on which the Facilities is located not caused by Manager, its employees or agents, (d) any structural defect with respect to the Facilities, (e) the fact that any time prior to, as of, or after the date hereof the Facilities is not or has not been in compliance with all Laws,

including, but not limited to, the Americans With Disabilities Act as it now exists and as it may be amended in the future by statute or judicial interpretation, (f) any act or omission carried out by Manager at or pursuant to the direction or instruction of City, its agents or employees, (g) any claims relating to the Facilities or its operations accruing or caused by occurrences prior to the Effective Date or following termination or expiration of this Agreement, and (h) any withdrawal liability for a share of unfunded vested benefits under multiemployer plans (as that term is defined in 4001(a)(3) of the Employee Retirement Income Security Act of 1974, as amended).

Section 15.2 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("**Indemnitee**") is indemnified by the other party ("**Indemnitor**") under this Article 15, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 15.3 Survival. The obligations of the parties contained in Articles 4 and 15 shall survive the termination or expiration of this Agreement.

ARTICLE 16
INSURANCE

Section 16.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit C, attached hereto, and shall provide to City promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of City. Each insurance policy shall include a requirement that the insurer provide Manager and City at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense, and may, in Manager's discretion, constitute a portion of any premiums if such insurance premiums are paid by Affiliate of Manager as a part of a corporate policy, as reasonably allocated by Manager.

Section 16.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Alabama or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial

general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name City as an additional insured. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against City. Manager shall require that all third-party users of the Facilities, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and City as additional insureds.

ARTICLE 17
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 17.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to City as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

(c) that Manager will comply with all Laws applicable to the Services, provided that Manager shall not have any liability for failing to comply with any Laws if compliance would require an expenditure at the Facilities which City fails or refuses to fund after written notice from Manager and for where the City is responsible for funding under this Agreement.

Section 17.2 City Representations, Warranties and Covenants. City represents, warrants and covenants to Manager as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of City herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that City will comply with all Laws applicable to its ownership of the Facilities.

ARTICLE 18
MISCELLANEOUS

Section 18.1 PCI Compliance. Manager agrees to comply with all current Payment Card Industry Data Security Standards ("**PCI Standards**") and guidelines that may be published from time to time by Visa, MasterCard or other associations as they relate to the physical storage of credit card data. For PCI Standards compliance purposes, City will provide on a segmented network, an appropriate number of wired data connections to the Internet for point of sale devices to be used by Manager and any contractors at the Facilities. City shall be responsible for the security of its network, including, without limitation, applicable PCI-DSS compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. If at any time either party determines that card account number or other information has been compromised, such party will notify the other immediately and assist in providing notification to the proper parties as deemed necessary.

Section 18.2 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 18.3 Use of Facilities Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Facilities, on Manager's stationary, in its advertising of the Facilities, and whenever conducting business of the Facilities; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of City relating to such logos. All intellectual property rights in any Facilities logos developed by the Manager or City shall be and at all times remain the sole and exclusive property of City. Manager agrees to execute any documentation requested by City from time to time to establish, protect or convey any such intellectual property rights.

Section 18.4 Facilities Advertisements. City agrees that in all advertisements placed by City for the Facilities or events at the Facilities, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facilities is a "Managed by OVG 360".

Section 18.5 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facilities by reason of fire, storm or other casualty loss that renders the Facilities (or a material portion thereof) untenantable, City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facilities (or a material portion thereof) untenantable for a period estimated by an architect selected by City at Manager's request, of at least one

hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) City shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.3(a) above, and (ii) in the event the Facilities once again becomes tenable at any time during the Term, then so long as the damage or destruction was not caused by the negligent act or omission of Manager, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof for the remainder of the original Term.

Section 18.6 Assignment; Binding on Successors and Assigns. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that the Manager may assign this Agreement (i) in connection with a sale of all or substantially all of its business or assets as long as the acquiring entity has substantially similar financial resources as Manager and has the demonstrable ability, including based on historical data, to successfully manage and operate the Facilities and to procure and provide Live Nation events/content consistent with Manager's past practice, or (ii) to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to City and Manager remains responsible for the obligations in this Agreement. Any purported assignment in contravention of this Section shall be void. This Agreement is binding on successors and permitted assigns of the parties.

Section 18.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to City:

City of Mobile
Attn: Mayor
205 Government Street
Mobile Government Plaza
Mobile, AL 36644

With a copy to:

C. Britton Bonner
Adams & Reese LLP
11 North Water Street; Suite 23200
Mobile, AL 36644

If to Manager:

OVG 360
5050 S. Syracuse St., 8th Floor
Denver, CO 80237
Attn: Chief Operating Officer

With a copy to:

OVG 360
5050 S. Syracuse St., 8th Floor
Denver, CO 80237
Attn: General Counsel

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 18.8 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 18.9 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Section 18.10 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Alabama, without regard to its conflict of laws principles.

Section 18.11 Amendments. This Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of the Parties.

Section 18.12 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 18.13 Relationship of Parties. Manager and City acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facilities, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Manager. In operating the Facilities, entering into contracts, accepting reservations for use of the Facilities, and conducting financial transactions for the Facilities, Manager acts on behalf of and as agent for City (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 18.14 No Third Party Beneficiaries. Other than the indemnitees listed in Sections 15.1 and 14.2 hereof (who are third party beneficiaries solely with respect to the indemnification provisions in such sections), there are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 18.15 Attorneys Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable

attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

Section 18.16 Limitation on Damages. In no event shall either party be liable or responsible for any punitive damages or consequential damages (including lost profits), provided that the foregoing shall not limit or restrict any claim by Manager for the fees described herein upon a Breach by the City.

Section 18.17 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

Section 18.18 Confidentiality. Any property of City that is received by Manager, and all records and papers of any kind relating to City, shall be exclusive property of City and shall be held or used by Manager solely for the benefit of City and returned to it promptly upon termination of this Agreement or earlier request of City. Without the prior written consent of an authorized officer of City, Manager shall not duplicate or disclose any confidential or proprietary information or trade secrets pertaining to the business, products or services of City to any person not employed by or a consultant for City and shall disclose such to persons employed by or a consultant for City only to the extent necessary for Manager to perform hereunder. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the Term of this Agreement.

Section 18.19 Trust and Confidence. Manager accepts the relationship of trust and confidence established by this Agreement with respect to all services, reporting and financial dealings and requirements under this Agreement and covenants with the City to cooperate with the City and exercise Manager's reasonable skill and judgment in furthering the interests of the City; to furnish efficient financial and business administration and supervision; to furnish at all times an adequate supply of workers; and to perform all services required hereunder in an expeditious and economical manner consistent with the City's interests.

Section 18.20 Immigration Law Compliance. By execution of this Agreement, Manager affirms, for the duration of this Agreement, that Manager will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Notwithstanding anything in this Agreement to the contrary, if Manager is found to be in violation of this provision, Manager shall be deemed in material breach of this Agreement and shall be responsible for all damages resulting therefrom.

Section 18.21 Boycotts Against Nations or Business Organizations. In compliance with Alabama Act No. 2016-312, Manager hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a Person based in or doing business with a jurisdiction with which this state can enjoy open trade.

Section 18.22 Economic Boycotts. In compliance with Alabama Act No. 2023-409, by signing this contract, Manager provides written verification that Manager, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of such Act.

[*Signatures on following page*]

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CITY OF MOBILE, ALABAMA

By: _____
Name: William S. Stimpson
Title: Mayor

ATTEST:
By: _____
Name: Lisa C. Lambert
Title: City Clerk

GLOBAL SPECTRUM, L.P.,
d/b/a OVG 360

By: Global Spectrum, LLC, its general Partner

By: _____
Name: _____
Title: _____

SCHEDULE 1
MAP DEFINING OUTDOOR AREAS UNDER MANAGER'S MANAGEMENT

I. Convention Center

II. Saenger Theatre

EXHIBIT A
MANAGER DUTIES FOR FACILITIES

Manager's obligations under the Agreement shall consist of the following obligations for the Facilities (to the extent they remain open and operating), all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facilities in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing guest services, event conversion, purchasing, payroll, fire prevention, security, crowd control, evacuation and emergency response plan, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, ticketing, box office, admission procedures, parking for the Convention Center, and general user services.

Without limiting the foregoing, Manager shall have the exclusive right to provide, and shall provide, the Food and Beverage Services at the Facilities. Manager may engage sub-contractors (including without limitation an Affiliate) to sell food and beverages at the Facilities. In connection with its Food and Beverage Services, Manager shall (or shall cause such subcontractor engaged by Manager to):

(i) Develop and implement all necessary policies and procedures for the food and beverage operations;

(ii) Engage and oversee employees necessary to perform the Food and Beverage Services;

(iii) Manage the Food and Beverage Service in compliance with and subject to all federal, state and local laws, ordinances and regulations (including, without limitation, health and sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);

(iv) Arrange for all minor repairs and routine maintenance to the equipment used in the operation of the Food and Beverage Service;

(v) Keep the food and beverage facilities and equipment neat, clean and in a sanitary condition;

(vi) Undertake appropriate advertising, marketing and promotion of the food and beverage offerings at the Facility;

(vii) Develop menus, portions, brands, prices, themes and marketing approaches. Manager shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the City Contract Administrator and take his or her views into account prior to setting (or changing) such prices and, to the extent inconsistent, the City Contract Administrator's determination as to price for such items will control;

(viii) Order, stock, prepare, pay for (as an Operating Expense) and sell appropriate foods and beverages; and

(ix) Adhere to the requirements set forth in Exhibit G.

(b) Establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Procure, negotiate, execute, administer and assure compliance with all contracts related to the operation of the Facilities, including Service Contracts, Booking Contracts, Revenue Generating Contracts, Material Contracts, except as otherwise provided in the Agreement.

(d) Require that all material vendors and licensees of the Facilities execute vendor/license agreements containing industry standard indemnification and insurance obligations on the part of each such vendor/licensee, and provide the City with a copy of all such agreements upon request.

(e) Provide standard form advertising and Sponsorship contracts and user/rental agreements for use at or with respect to the Facilities. Manager shall submit such form agreements to City for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of City (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facilities, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facilities in accordance with a booking schedule to be developed by Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facilities in accordance with Article 6 of the Agreement, and conduct staff planning, retention and training programs to the highest industry standards.

(i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, in accordance with Section 10.1 of the Agreement, which records shall be made available to the City as set forth herein.

(j) Submit to City in a timely manner financial and other reports detailing Manager's activities in connection with the Convention Center, as set forth in Section 10.2 of the Agreement.

(k) Prepare a proposed annual Operating Budget in accordance with Article 7 of the Agreement.

(l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facilities as provided in the Agreement.

(m) Secure, or assist City (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facilities for the specific events to be held therein, and for the general occupancy of the Facilities, including without limitation all necessary food and liquor licenses, and renewals thereof. City shall cooperate in this process to the extent reasonably required.

(n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(o) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(p) Pay all Taxes.

(q) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facilities.

(r) Prepare, maintain and implement on a regular basis a Marketing Plan for the Facilities.

(s) Manage, market and sell Commercial Rights at or in connection with the Facilities.

(t) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facilities, and deliver a written report of the foregoing to City. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and promptly notify City of any such damage or loss.

(u) As Manager determines may be reasonably required for operations, purchase, on behalf of City, and maintain during the Term, as Operating Expenses, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facilities.

(v) As agent for City, manage risk management and maintain insurance needs and coordinate with the City, including Manager's insurance as more fully described in Article 16 of the Agreement.

(w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by City, shall be deemed the property of City.

(x) Cause such other acts and things to be done with respect to the Facilities, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facilities following the Effective Date.

(y) In connection with the food and beverage operations at the Facilities, cause any concessionaire to create a "uniquely Mobile" food and beverage experience for Facility patrons; such concessionaire shall endeavor to create such "uniquely Mobile" food experience through (i) engagement

of local vendors with a Mobile business license, and/or (ii) non-national food and beverage brands either headquartered in Alabama or a public association with Mobile and/or Alabama.

(z) Cooperate with the City for hurricane preparedness and, in that connection, to enter into emergency cleanup contracts for the Facilities, as necessary.

(aa) Respond timely to all comments and complaints communicated to the City or to Manager by members of the public.

EXHIBIT B
EXISTING CONTRACTS

	Convention Center	Saenger Theatre
Copiers	Dex Imaging	None
Office Computers		
Office Printers		
Maintenance Agreements		
Pest Control		City Contract
Elevator/Escalator	City Contract	City Contract
Food & Beverage Contracts	ASM Contracted Suppliers	ASM Contracted Suppliers
Lease Agreements	Visit Mobile- City Contract	Mobile Arts Council- City Contract

Saturday 12/16/2023	Sunday 12/17/2023	Kappa League Christmas Party	Contracted
Monday 12/18/2023	Tuesday 12/19/2023	Secret Santa with the City of Mobile Parks & Recreation Department	Contracted
Wednesday 1/3/2024	Sunday 1/7/2024	Gulf Coast RV Show- Superman Productions, Inc. 2024	Contracted
Thursday 1/4/2024	Saturday 1/27/2024	Church of the Highlands 21 Days of Prayer	Contracted
Saturday 1/6/2024	Wednesday 1/10/2024	American Forage and Grassland- Annual Conference	Contracted
Thursday 1/11/2024	Saturday 1/13/2024	Redemption Church Youth Confernece "Young Lions Conference"	Contracted
Thursday 1/11/2024	Thursday 1/11/2024	King's Supper Sauce Tasting	Contracted
Friday 1/12/2024	Saturday 1/20/2024	Order Of Osiris	Contracted
Tuesday 1/16/2024	Wednesday 1/17/2024	Mobile Chamber State of the City & County Breakfast	Contracted
Thursday 1/18/2024	Thursday 1/18/2024	Visit Mobile Annual Meeting	Contracted
Friday 1/19/2024	Saturday 1/20/2024	Bethesda Christian Center Inc.	Contracted
Sunday 1/21/2024	Saturday 1/27/2024	Gulf States Horticultural Expo 2024	Contracted
Friday 1/26/2024	Saturday 1/27/2024	Conde Explorers	Contracted
Sunday 1/28/2024	Friday 2/2/2024	Senior Bowl - 2024	Contracted
Monday 1/29/2024	Monday 12/9/2024	Visit Mobile Board of Directors Meeting	Contracted
Friday 2/2/2024	Saturday 2/3/2024	Mobile Mystics	Contracted
Monday 2/5/2024	Monday 2/5/2024	Order of Venus	Contracted
Monday 2/5/2024	Thursday 2/15/2024	King's Supper / Coronation	Contracted
Friday 2/9/2024	Friday 2/9/2024	MAMAGA Mobile Area Mardi Gras Association	Contracted
Friday 2/9/2024	Friday 2/9/2024	Grand Marshall Reception	Contracted
Sunday 2/11/2024	Wednesday 2/14/2024	Juvenile Court Luncheon	Contracted
Sunday 2/11/2024	Wednesday 2/14/2024	Queen's Luncheon	Contracted
Sunday 2/11/2024	Sunday 2/11/2024	MAMGA King's Party	Contracted
Sunday 2/11/2024	Sunday 2/11/2024	MAMGA Coronation	Contracted
Thursday 2/15/2024	Monday 2/19/2024	Delta Sigma Theta 2024 State Cluster	Contracted
Friday 2/16/2024	Monday 2/26/2024	Mobile Boat Show 2024	Contracted
Monday 2/26/2024	Saturday 3/2/2024	Mingledorff's 2024 Dealer Meeting	Contracted
Saturday 3/2/2024	Monday 3/11/2024	Alpha Kappa Alpha Sorority, Inc.	Contracted
Monday 3/11/2024	Saturday 3/16/2024	Southeastern Theatre Conference 2024	Contracted
Thursday 3/21/2024	Friday 3/22/2024	Baker High School Prom	Contracted
Thursday 3/21/2024	Friday 3/22/2024	Daphne Dance	Contracted
Saturday 3/23/2024	Sunday 3/24/2024	LA Dance Magic	Contracted
Monday 3/25/2024	Wednesday 3/27/2024	MCPSS Career Fair	Contracted
Wednesday 4/3/2024	Thursday 4/4/2024	Olin Corporation Safety Outreach Seminar	Contracted
Wednesday 4/3/2024	Thursday 4/4/2024	Model United Nations	Contracted
Friday 4/5/2024	Saturday 4/6/2024	University Of Mobile Annual Scholarship Banquet	Contracted
Sunday 4/7/2024	Wednesday 4/10/2024	Alabama Mississippi Water	Contracted

Wednesday 4/10/2024	Monday 4/15/2024	Port City Spring Jam Basketball Tour 2024- Presented by MSA	Contracted
Thursday 4/11/2024	Sunday 4/14/2024	The Streetz Dance Competition 2024	Contracted
Monday 4/15/2024	Friday 4/19/2024	Alabama FBLA 2024	Contracted
Sunday 4/21/2024	Wednesday 4/24/2024	Alabama SkillsUSA	Contracted
Wednesday 4/24/2024	Monday 4/29/2024	GCR Volleyball Regionals Tour 2024- Presented by MSA	Contracted
Saturday 4/27/2024	Saturday 4/27/2024	NYLA Dance	Contracted
Monday 4/29/2024	Tuesday 4/30/2024	Victory Health Partners Hope for Healing Banquet	Contracted
Thursday 5/2/2024	Sunday 5/5/2024	MSA- American Cornhole 2024	Contracted
Thursday 5/2/2024	Sunday 5/5/2024	Adrenaline Dance Inc.	Contracted
Tuesday 5/7/2024	Monday 5/13/2024	EcoWild Outdoor Expo	Contracted
Wednesday 5/8/2024	Wednesday 5/8/2024	Bishop State Honors Day	Contracted
Friday 5/10/2024	Friday 5/10/2024	Mobile County Personnel Board, Mobile Fire Rescue Dept. Fire Service Captain Written Test	Contracted
Wednesday 5/15/2024	Thursday 5/16/2024	Feeding The Gulf Coast Chef Challenge	Contracted
Saturday 5/18/2024	Friday 5/24/2024	Utilities Technology Council	Contracted
Saturday 5/25/2024	Saturday 5/25/2024	Jiya's Graduation Party	Contracted
Wednesday 5/29/2024	Monday 6/3/2024	Mobile Sports Authority- Balln' on the Bay	Contracted
Thursday 5/30/2024	Saturday 6/1/2024	City of God Revival Center Prophetic Women Arise Conference	Contracted
Thursday 5/30/2024	Thursday 5/30/2024	100 Black Men Gala	Contracted
Saturday 6/1/2024	Saturday 6/1/2024	Kappa League All White Party	Contracted
Monday 6/3/2024	Thursday 6/6/2024	Alabama School Transportation Association 2024	Contracted
Thursday 6/6/2024	Saturday 6/8/2024	Mobile Sports Authority- World Championships Turkey Calling 2024	Contracted
Saturday 6/8/2024	Tuesday 6/11/2024	Council for Leaders in Alabama Schools CLAS 2024	Contracted
Saturday 6/15/2024	Saturday 6/15/2024	John S. Shaw 50 Year Class Reunion	Contracted
Monday 6/17/2024	Friday 6/21/2024	Alabama Education Technology Conference	Contracted
Wednesday 6/26/2024	Monday 7/1/2024	Primetime AAU Basketball Tournament- MSA	Contracted
Thursday 6/27/2024	Sunday 7/7/2024	The Church of the Living God International, Inc.	Contracted
Sunday 7/7/2024	Friday 7/12/2024	Alabama Department of Education MEGA Conference 2024	Contracted
Monday 7/15/2024	Sunday 7/21/2024	National Association of Buffalo Soldiers and Troopers Motorcycle Clubs	Contracted
Tuesday 7/23/2024	Friday 7/26/2024	Alabama Association for Career Technical Education ALACTE	Contracted
Saturday 7/27/2024	Saturday 8/3/2024	The Way of the Cross Church of Christ International	Contracted
Friday 8/2/2024	Saturday 8/24/2024	Church of the Highlands 21 Days of Prayer	Contracted
Saturday 8/10/2024	Saturday 8/10/2024	Smith Wedding Reception	Tentative
Saturday 8/10/2024	Saturday 8/10/2024	Nspire U! Sisters for Life Health & Wellness Expo	Contracted
Sunday 8/11/2024	Sunday 8/11/2024	Brides Just Wanna Have Fun Summer Bridal Expo	Contracted
Tuesday 8/13/2024	Thursday 8/15/2024	Mobile Chamber Business Expo	Contracted
Monday 8/19/2024	Friday 8/23/2024	Right Way Christian Center Amaze Women's Conference	Tentative
Tuesday 8/20/2024	Thursday 8/22/2024	Student Accessment Training/ ALSDE & Data Recognition Corporation	Tentative

Saturday 8/24/2024	Saturday 8/24/2024	Latara Duncan Wedding Ceremony & Reception	Tentative
Tuesday 8/27/2024	Wednesday 8/28/2024	National Institute for Jail Operations	Contracted
Thursday 9/5/2024	Saturday 9/7/2024	Nicole Armstrong Ministries	Tentative
Saturday 9/7/2024	Saturday 9/7/2024	North Wedding Ceremony & Reception	Tentative
Monday 9/9/2024	Monday 9/9/2024	ACE Alabama CTE Leadership Council	Contracted
Monday 9/9/2024	Saturday 9/14/2024	American Association for State and Local History	Contracted
Tuesday 9/17/2024	Tuesday 9/17/2024	Mobile Estate Planning Seminar	Tentative
Friday 9/20/2024	Sunday 9/22/2024	South Alabama Comic Con	Contracted
Sunday 9/22/2024	Sunday 9/22/2024	Platinum Dance Competition	Tentative
Wednesday 9/25/2024	Friday 9/27/2024	ALDOT Construction and Materials State Conference (CEME) / Troy University	Contracted
Saturday 9/28/2024	Saturday 9/28/2024	MCGill Toolen Homecoming	Tentative
Monday 9/30/2024	Wednesday 10/2/2024	2024 Gulf Coast Challenge College Fair Presented by MSA	Tentative

Start Date	End Date	Mobile Convention Center FY 2024-2025	Status
Monday 1/29/2024	Monday 12/9/2024	Visit Mobile Board of Directors Meeting	Contracted
Monday 9/30/2024	Wednesday 10/2/2024	2024 Gulf Coast Challenge College Fair Presented by MSA	Tentative
Thursday 10/3/2024	Friday 10/4/2024	Gulf Coast Challenge Luncheon Presented by MSA	Tentative
Saturday 10/5/2024	Saturday 10/5/2024	Doris Marie Jones Foundation	Tentative
Monday 10/7/2024	Tuesday 10/8/2024	Alabama CTE Leadership Council - Joint Leadership Development Conference	Contracted
Thursday 10/10/2024	Sunday 10/13/2024	REVEL Mobile	Tentative
Wednesday 10/23/2024	Thursday 10/24/2024	Alabama Apartment Associaiton	Contracted
Thursday 10/24/2024	Sunday 10/27/2024	New York City Dance Alliance 2024	Tentative
Tuesday 10/29/2024	Saturday 11/2/2024	Port City Football Classic Events 2024	Tentative
Thursday 10/31/2024	Sunday 11/3/2024	Dance Makers 2024	Tentative
Wednesday 11/6/2024	Thursday 11/7/2024	University of South Alabama Health Division A Night Honoring Healers	Tentative
Saturday 11/9/2024	Sunday 11/10/2024	Church of the Highlands Sunday Service	Tentative
Tuesday 11/12/2024	Sunday 11/17/2024	Junior League of Mobile's Christmas Jubilee	Tentative
Saturday 11/16/2024	Saturday 11/16/2024	Mobile Marine Birthday Ball	Tentative
Monday 11/18/2024	Tuesday 11/19/2024	Auburn University Tax Seminar	Tentative
Thursday 11/21/2024	Sunday 11/24/2024	24 Seven Dance Convention	Tentative
Wednesday 12/4/2024	Monday 12/9/2024	2024 Volleyball- Friendship Tournament Presented by the MSA.	Tentative
Friday 12/6/2024	Friday 12/13/2024	Mobile Bay National Estuary Program Annual Meeting Breakfast	Tentative
Sunday 12/8/2024	Friday 12/13/2024	AgriSompo ASNA Spring Conference	Tentative
Tuesday 12/10/2024	Monday 12/16/2024	2024 Volleyball- Port City Volley Jolly Christmas Invitational Tournament Presen	Tentative
Thursday 1/2/2025	Sunday 1/5/2025	Gulf Coast RV Show- Superman Productions, Inc. 2025	Tentative
Thursday 1/2/2025	Saturday 1/25/2025	Church of the Highlands 21 Days of Prayer	Tentative
Wednesday 1/8/2025	Thursday 1/9/2025	Mobile Chamber State of the City & County Breakfast	Tentative
Friday 1/10/2025	Friday 1/10/2025	Schalinda Timmons - Mother's 60th Birthday Party	Tentative
Friday 1/10/2025	Saturday 1/11/2025	All Out Championships	Tentative
Friday 1/10/2025	Saturday 1/11/2025	Bethesda Christian Center Inc.	Tentative
Thursday 1/16/2025	Saturday 1/18/2025	Redemption Church Youth Confernece "Young Lions Conference"	Tentative
Sunday 1/19/2025	Saturday 1/25/2025	Gulf States Horticultural Expo 2025	Contracted
Friday 1/24/2025	Saturday 2/1/2025	Senior Bowl Game Week 2025	Tentative
Thursday 2/6/2025	Friday 2/7/2025	Order Of Osiris	Tentative
Saturday 2/8/2025	Saturday 2/8/2025	La Luna	Tentative

Friday 2/14/2025	Friday 2/14/2025	Conde Cavaliers	Tentative
Saturday 2/15/2025	Saturday 2/15/2025	Conde Explorers	Tentative
Saturday 2/15/2025	Saturday 2/15/2025	Pierrettes	Tentative
Sunday 2/16/2025	Sunday 2/16/2025	Order of Juno	Tentative
Thursday 2/20/2025	Thursday 2/20/2025	Order of Polka Dots	Tentative
Friday 2/21/2025	Friday 2/21/2025	Order of Inca	Tentative
Saturday 2/22/2025	Saturday 2/22/2025	Mobile Mystics	Tentative
Sunday 2/23/2025	Sunday 2/23/2025	Neptune's Daughters	Tentative
Monday 2/24/2025	Monday 2/24/2025	Order of Venus	Tentative
Tuesday 2/25/2025	Tuesday 2/25/2025	Order of Lashes	Tentative
Wednesday 2/26/2025	Wednesday 2/26/2025	Fifty Funny Fellows	Tentative
Thursday 2/27/2025	Thursday 2/27/2025	Mystic Stripers	Tentative
Friday 2/28/2025	Friday 2/28/2025	Mobile Area Mardi Gras Association	Tentative
Friday 2/28/2025	Saturday 3/1/2025	King's Supper / Coronation	Tentative
Sunday 3/2/2025	Monday 3/3/2025	Juvenile Court Luncheon	Tentative
Sunday 3/2/2025	Monday 3/3/2025	Queen's Luncheon	Tentative
Sunday 3/2/2025	Sunday 3/2/2025	MAMGA Coronation	Tentative
Monday 3/3/2025	Monday 3/3/2025	Infant Mystics	Tentative
Tuesday 3/4/2025	Tuesday 3/4/2025	Knights of Revelry	Tentative
Monday 3/10/2025	Monday 3/17/2025	Mobile Boat Show 2025	Tentative
Tuesday 3/18/2025	Thursday 3/20/2025	Women's Resource Center Sav A Life	Tentative
Thursday 3/20/2025	Friday 3/21/2025	USA Medical School Match Day 2025	Tentative
Saturday 3/22/2025	Sunday 3/23/2025	LA Dance Magic	Tentative
Monday 3/24/2025	Wednesday 3/26/2025	MCPSS Career Fair	Tentative
Wednesday 3/26/2025	Monday 3/31/2025	Port City Spring Jam 2025- Presented by MSA	Tentative
Friday 3/28/2025	Sunday 3/30/2025	Society for Military History	Contracted
Wednesday 4/2/2025	Thursday 4/3/2025	Feeding The Gulf Coast Chef Challenge	Tentative
Thursday 4/3/2025	Saturday 4/5/2025	Alabama School Nutrition Assn.	Tentative
Sunday 4/6/2025	Wednesday 4/9/2025	Alabama Mississippi Section American Water Works Association	Contracted
Wednesday 4/9/2025	Saturday 4/12/2025	Alabama All State Band Festival 2025	Contracted
Sunday 4/13/2025	Thursday 4/17/2025	Alabama FBLA 2025	Contracted
Sunday 4/20/2025	Wednesday 4/23/2025	Alabama SkillsUSA	Contracted
Wednesday 4/23/2025	Monday 4/28/2025	Mobile Sports Authority- Volleyball Regionals- 2025	Contracted

Monday 4/28/2025	Tuesday 4/29/2025	Victory Health Partners Hope for Healing Banquet	Tentative
Thursday 5/1/2025	Sunday 5/4/2025	The Streetz Dance Competition	Tentative
Thursday 5/1/2025	Sunday 5/4/2025	MSA- American Cornhole 2025	Tentative
Wednesday 5/7/2025	Monday 5/12/2025	AAU Basketball- Sponsored by MSA	Tentative
Saturday 5/10/2025	Friday 5/16/2025	Premier Event Resources	Tentative
Thursday 5/15/2025	Sunday 5/18/2025	Revive Dance Inc.	Tentative
Saturday 5/24/2025	Saturday 5/24/2025	Nspire U! Sisters for Life Women's Expo	Tentative
Thursday 5/29/2025	Tuesday 6/3/2025	Mobile Sports Authority- Balln' on the Bay	Tentative
Saturday 6/7/2025	Wednesday 6/11/2025	Council for Leaders in Alabama Schools CLAS 2025	Contracted
Monday 6/16/2025	Friday 6/20/2025	Alabama Education Technology Conference 2023 Moved to 2025	Contracted
Saturday 6/21/2025	Wednesday 6/25/2025	National Marine Educators Conference	Tentative
Thursday 6/26/2025	Sunday 7/6/2025	The Church of the Living God International, Inc.	Contracted
Wednesday 7/9/2025	Sunday 7/13/2025	2025 Primetime Gulf Coast National AAU Basketball Tournament- Presented by	Tentative
Sunday 7/13/2025	Friday 7/18/2025	State Department of Education MEGA Conference 2025	Contracted
Tuesday 7/22/2025	Friday 7/25/2025	Alabama Association for Career Technical Education ALACTE	Tentative
Friday 8/1/2025	Saturday 8/2/2025	Mid-South Sign Association Inc.	Contracted
Thursday 8/7/2025	Sunday 8/10/2025	DeltaCon Pop Culture Expo	Tentative
Tuesday 8/12/2025	Thursday 8/14/2025	Mobile Chamber Business Expo	Tentative
Sunday 9/7/2025	Thursday 9/11/2025	Chevron Automotive Meetings	Tentative
Monday 9/29/2025	Wednesday 10/1/2025	2025 Gulf Coast Challenge College Fair Presented by MSA	Tentative

Start Date	End Date	Mobile Convention Center FY 2025-2026	Status
Monday 9/29/2025	Wednesday 10/1/2025	2025 Gulf Coast Challenge College Fair Presented by MSA	Tentative
Thursday 10/2/2025	Friday 10/3/2025	Gulf Coast Challenge Luncheon Presented by MSA	Tentative
Monday 10/6/2025	Tuesday 10/7/2025	Alabama CTE Leadership Council - Joint Leadership Development Conference	Contracted
Thursday 10/9/2025	Sunday 10/12/2025	REVEL Mobile	Tentative
Thursday 10/23/2025	Sunday 10/26/2025	New York City Dance Alliance 2025	Tentative
Saturday 10/25/2025	Saturday 10/25/2025	I Care wYou Breast Cancer Awareness Organization	Tentative
Sunday 10/26/2025	Wednesday 10/29/2025	Soution Tree	Tentative
Thursday 10/30/2025	Sunday 11/2/2025	Dance Makers 2025	Tentative
Sunday 11/2/2025	Friday 11/7/2025	SAFE Association 2025	Tentative
Monday 11/10/2025	Sunday 11/16/2025	Junior League of Mobile's Christmas Jubilee	Tentative
Thursday 12/4/2025	Thursday 12/11/2025	2025 USA Volleyball Gulf Coast Region Friendship Tournament- Presented by MSA	Tentative
Thursday 12/11/2025	Monday 12/15/2025	2025 Volleyball- Port City Volley Jolly Christmas Invitational Tournament Presented by the MSA.	Tentative
Thursday 12/11/2025	Sunday 12/14/2025	Break the Floor Dance Competition	Tentative
Thursday 12/18/2025	Monday 12/22/2025	2025 Volleyball- Port City Volley Jolly Christmas Invitational Tournament Presented by the MSA.	Tentative
Sunday 1/11/2026	Saturday 1/17/2026	Gulf States Horticultural Expo 2026	Contracted
Thursday 1/22/2026	Friday 1/23/2026	Order Of Osiris	Tentative
Saturday 1/24/2026	Saturday 1/24/2026	La Luna	Tentative
Sunday 1/25/2026	Saturday 1/31/2026	Senior Bowl Game Week 2026	Tentative
Friday 1/30/2026	Friday 1/30/2026	Conde Cavaliers	Tentative
Saturday 1/31/2026	Saturday 1/31/2026	Conde Explorers	Tentative
Saturday 1/31/2026	Saturday 1/31/2026	Pierrettes	Tentative
Sunday 2/1/2026	Sunday 2/1/2026	Order of Juno	Tentative
Thursday 2/5/2026	Thursday 2/5/2026	Order of Polka Dots	Tentative
Friday 2/6/2026	Friday 2/6/2026	Order of Inca	Tentative
Saturday 2/7/2026	Saturday 2/7/2026	Mobile Mystics	Tentative
Sunday 2/8/2026	Sunday 2/8/2026	Neptune's Daughters	Tentative
Monday 2/9/2026	Monday 2/9/2026	Order of Venus	Tentative
Tuesday 2/10/2026	Tuesday 2/10/2026	Order of Lashes	Tentative
Wednesday 2/11/2026	Wednesday 2/11/2026	Fifty Funny Fellows	Tentative
Thursday 2/12/2026	Thursday 2/12/2026	Mystic Stripers	Tentative
Friday 2/13/2026	Friday 2/13/2026	Mobile Area Mardi Gras Association	Tentative
Friday 2/13/2026	Saturday 2/14/2026	King's Supper / Coronation	Tentative
Sunday 2/15/2026	Monday 2/16/2026	Juvenile Court Luncheon	Tentative
Sunday 2/15/2026	Monday 2/16/2026	Queen's Luncheon	Tentative
Sunday 2/15/2026	Sunday 2/15/2026	MAMGA Coronation	Tentative

Monday 2/16/2026	Monday 2/16/2026	Infant Mystics	Tentative
Tuesday 2/17/2026	Tuesday 2/17/2026	Knights of Revelry	Tentative
Tuesday 2/24/2026	Monday 3/2/2026	Mobile Boat Show 2026	Tentative
Thursday 3/5/2026	Sunday 3/8/2026	Alabama Cattlemen's Association	Contracted
Saturday 3/14/2026	Wednesday 3/18/2026	Alabama Rural Water Association	Tentative
Thursday 3/19/2026	Sunday 3/22/2026	The Streetz Dance Competition	Tentative
Tuesday 3/24/2026	Saturday 3/28/2026	Association of Southeastern Biologists	Contracted
Wednesday 4/1/2026	Monday 4/6/2026	Mobile Sports Authority- Port City Jam 2026	Tentative
Wednesday 4/8/2026	Thursday 4/9/2026	Feeding The Gulf Coast Chef Challenge	Tentative
Saturday 4/11/2026	Wednesday 4/15/2026	AL/MS Water	Contracted
Wednesday 4/15/2026	Saturday 4/18/2026	Alabama All State Band Festival 2026	Contracted
Sunday 4/19/2026	Thursday 4/23/2026	Alabama FBLA 2026	Contracted
Thursday 4/23/2026	Monday 4/27/2026	Mobile Sports Authority- Volleyball Regionals 2026	Tentative
Monday 4/27/2026	Tuesday 4/28/2026	Victory Health Partners Hope for Healing Banquet	Tentative
Sunday 5/3/2026	Thursday 5/7/2026	Gulf of Mexico Alliance GoMCon 2026	Contracted
Thursday 5/14/2026	Thursday 5/21/2026	14th International Conference on Remediation of Chlorinated and Recalcitrant Compounds	Tentative
Monday 5/18/2026	Wednesday 5/20/2026	TVPPA Annual Conference	Tentative
Wednesday 5/27/2026	Monday 6/1/2026	Mobile Sports Authority- Balln' on the Bay	Tentative
Saturday 6/13/2026	Wednesday 6/17/2026	Council for Leaders in Alabama Schools CLAS 2026	Contracted
Thursday 6/25/2026	Sunday 7/5/2026	The Church of the Living God International, Inc.	Contracted
Thursday 7/9/2026	Saturday 7/18/2026	International Pentecostal Holiness Church	Contracted
Sunday 7/19/2026	Friday 7/24/2026	State Department of Education MEGA Conference 2026	Contracted
Tuesday 7/28/2026	Friday 7/31/2026	Alabama Association for Career Technical Education ALACTE	Tentative
Thursday 8/6/2026	Friday 8/14/2026	Improved Benevolent Protective Order Elks of the World	Tentative
Tuesday 9/29/2026	Sunday 10/4/2026	Joint Conference of Librarians of Color Conference	Tentative

Start	End	Mobile Convention Center FY 2026-2027	Status
Tuesday 9/29/2026	Sunday 10/4/2026	Joint Conference of Librarians of Color Conference	Tentative
Monday 10/5/2026	Tuesday 10/6/2026	Alabama CTE Leadership Council - Joint Leadership Development Conference	Contracted
Wednesday 10/7/2026	Thursday 10/15/2026	American Biological Safety Association	Contracted
Wednesday 10/21/2026	Sunday 10/25/2026	Veterans of Foreign Wars & Axillary	Contracted
Sunday 11/1/2026	Friday 11/6/2026	SAFE Association 2026	Tentative
Monday 11/9/2026	Sunday 11/15/2026	Junior League of Mobile's Christmas Jubilee	Tentative
Tuesday 11/17/2026	Friday 11/20/2026	Alabama Counseling Association 2026	Contracted
Thursday 11/19/2026	Saturday 11/21/2026	MSA- Wrestling	Tentative
Thursday 12/3/2026	Thursday 12/10/2026	2026 USA Volleyball Gulf Coast Region Friendship Tournament- Presented by MSA	Tentative
Thursday 12/10/2026	Monday 12/14/2026	2026 Volleyball- Port City Volley Jolly Christmas Invitational Tournament Presented by the MSA.	Tentative
Sunday 1/3/2027	Saturday 1/9/2027	Gulf States Horticultural Expo 2027	Tentative
Thursday 1/14/2027	Friday 1/15/2027	Order Of Osiris	Tentative
Saturday 1/16/2027	Saturday 1/16/2027	La Luna	Tentative
Sunday 1/17/2027	Saturday 1/23/2027	Gulf States Horticultural Expo 2027	Tentative
Friday 1/22/2027	Friday 1/22/2027	Conde Cavaliers	Tentative
Saturday 1/23/2027	Saturday 1/23/2027	Conde Explorers	Tentative
Saturday 1/23/2027	Saturday 1/23/2027	Pierrettes	Tentative
Sunday 1/24/2027	Saturday 1/30/2027	Senior Bowl Game Week 2027	Tentative
Sunday 1/24/2027	Sunday 1/24/2027	Order of Juno	Tentative
Thursday 1/28/2027	Thursday 1/28/2027	Order of Polka Dots	Tentative
Friday 1/29/2027	Friday 1/29/2027	Order of Kahos	Tentative
Friday 1/29/2027	Friday 1/29/2027	Order of Inca	Tentative
Saturday 1/30/2027	Saturday 1/30/2027	Mobile Mystics	Tentative
Sunday 1/31/2027	Sunday 1/31/2027	Neptune's Daughters	Tentative
Monday 2/1/2027	Monday 2/1/2027	Order of Venus	Tentative
Tuesday 2/2/2027	Tuesday 2/2/2027	Order of Lashes	Tentative
Wednesday 2/3/2027	Wednesday 2/3/2027	Fifty Funny Fellows	Tentative
Thursday 2/4/2027	Thursday 2/4/2027	Mystic Stripers	Tentative
Friday 2/5/2027	Friday 2/5/2027	Mobile Area Mardi Gras Association	Tentative
Friday 2/5/2027	Saturday 2/6/2027	King's Supper / Coronation	Tentative
Sunday 2/7/2027	Monday 2/8/2027	Queen's Luncheon	Tentative
Sunday 2/7/2027	Sunday 2/7/2027	MAMGA Coronation	Tentative
Monday 2/8/2027	Monday 2/8/2027	Juvenile Court Luncheon	Tentative

Monday 2/8/2027	Monday 2/8/2027	Infant Mystics	Tentative
Tuesday 2/9/2027	Tuesday 2/9/2027	Knights of Revelry	Tentative
Monday 2/15/2027	Monday 2/22/2027	Gulf Coast Boat Show 2027	Tentative
Tuesday 3/2/2027	Saturday 3/6/2027	American College of Osteopathic Family Physicians 2027	Tentative
Saturday 3/13/2027	Thursday 3/18/2027	North American Board of Certified Energy Practitioners	Tentative
Sunday 4/4/2027	Wednesday 4/7/2027	AL/MS Water	Contracted
Thursday 4/8/2027	Monday 4/12/2027	Mobile Sports Authority- Port City Jam	Tentative
Wednesday 4/14/2027	Monday 4/19/2027	Mobile Sports Authority- Volleyball Regionals 2027	Tentative
Wednesday 4/21/2027	Monday 4/26/2027	Mobile Sports Authority- Volleyball Regionals 2027	Tentative
Wednesday 5/5/2027	Saturday 5/8/2027	American Osteopathic Colleges of Opthamology & Otolaryngology	Tentative
Saturday 5/8/2027	Saturday 5/15/2027	Association of Firearm and Tool Mark Examiners	Tentative
Wednesday 5/26/2027	Monday 5/31/2027	Mobile Sports Authority- Balln' on the Bay	Tentative
Monday 6/7/2027	Thursday 6/10/2027	Alabama School Transportation Association 2027	Tentative
Saturday 6/12/2027	Wednesday 6/16/2027	Council for Leaders in Alabama Schools CLAS 2027	Tentative
Thursday 6/24/2027	Sunday 7/4/2027	The Church of the Living God International, Inc.	Tentative
Tuesday 7/6/2027	Sunday 7/11/2027	National Assocciation of Buffalo Soldiers and Troopers Motorcycle Clubs	Tentative
Sunday 7/18/2027	Friday 7/23/2027	Alabama Department of Education MEGA Conference 2027	Tentative
Tuesday 7/27/2027	Friday 7/30/2027	Alabama Association for Career Technical Education ALACTE	Tentative

SAENGER THEATRE- FY 23-24

Date	Event	Status
10/7/2023	Ashley McBride	
10/13/2023	Classic Tales of YES	
10/14/2023	BJS-Bee Gee's "Sat. Night Fever"	
10/20/2023	Rumours ATL	
10/22/2023	RuPaul's Drag Race	
10/24/2023	The Head and the Heart	
10/28/2023	Kidz Bop	
11/3/2023	HP Lovecraft Film Festival	
11/4/2023	HP Lovecraft Film Festival	
11/10/2023	George Thorogood & the Destroyers	
11/11/2023	Symphony	
11/12/2023	Symphony	
11/16/2023	Symphony	
11/17/2023	Symphony	
11/18/2023	Symphony	
11/19/2023	Symphony	
11/24/2023	Mark Normand	
12/2/2023	Ali Siddiq	
12/4/2023	Playhouse in the Park "Babes in Toyland"	
12/5/2023	Playhouse in the Park "Babes in Toyland"	
12/6/2023	Playhouse in the Park "Babes in Toyland"	
12/8/2023	Roman Street Christmas	
12/9/2023	Charlie Brown Jazz Christmas	
12/12/2023	Chamber Breakfast	
12/14/2023	Symphony	
12/15/2023	Symphony	
12/16/2023	Symphony	
12/17/2023	Symphony	
12/21/2023	Wheel of Fortune Live!	
12/30/2023	Fab Four	
1/6/2024	Eddie B	
1/12/2024	BJS- Journey "Escape"	
1/13/2024	Brian Regan	
1/18/2024	Symphony	
1/19/2024	Symphony	
1/20/2024	Symphony	

SAENGER THEATRE- FY 23-24

Date	Event	Status
1/21/2024	Symphony	
1/22/2024	Symphony	
1/30/2024	Judy Collins	
1/31/2024	"Encore"	
2/16/2024	Gipsy Kings	
2/22/2024	Diana Krall	
2/27/2024	Symphony	
2/28/2024	Symphony	
2/29/2024	Symphony	
3/1/2024	John Crist	
3/2/2024	Floyd Nation	
3/6/2024	Foreigner	
3/7/2024	Symphony	Confirmed
3/8/2024	Symphony	Confirmed
3/9/2024	Symphony	Confirmed
3/10/2024	Symphony	Confirmed
3/17/2024	Concert	Confirmed
3/22/2024	Concert	Confirmed
3/23/2024	Comedian	Confirmed
3/24/2024	Concert	Confirmed
3/30/2024	Comedian	Confirmed
4/3/2024	Concert	Confirmed
4/4/2024	Symphony	Confirmed
4/5/2024	Symphony	Confirmed
4/6/2024	Symphony	Confirmed
4/7/2024	Symphony	Confirmed
4/9/2024	Gala	Confirmed
4/12/2024	Concert	Confirmed
4/13/2024	Concert	Confirmed
4/14/2024	Concert	Confirmed
4/19/2024	Private Event	Confirmed
4/20/2024	Concert	Confirmed
4/22/2024	Rehearsal	Confirmed
4/23/2024	Concert	Confirmed
4/26/2024	Film Festival	Confirmed
4/27/2024	Concert	Confirmed

SAENGER THEATRE- FY 23-24

Date	**Event**	**Status**
5/3/2024	Concert	Confirmed
5/4/2024	Symphony	Confirmed
5/5/2024	Symphony	Confirmed
5/8/2024	Dance Rehearsal	Confirmed
5/9/2024	Dance Rehearsal	Confirmed
5/11/2024	Dance Recital	Confirmed
5/12/2024	Dance Recital	Confirmed
5/15/2024	Graduation	Confirmed
5/16/2024	Symphony	Confirmed
5/17/2024	Symphony	Confirmed
5/18/2024	Symphony	Confirmed
5/19/2024	Symphony	Confirmed
5/23/2024	Dance Rehearsal	Pending
5/25/2024	Dance Recital	Pending
5/28/2024	Concert	Confirmed
5/30/2024	Concert	Confirmed
5/31/2024	Dance Rehearsal	Confirmed
6/1/2024	Dance Recital	Confirmed
6/2/2024	Concert	Hold
6/3/2024	Concert	Hold
6/4/2024	Concert	Hold
6/5/2024	Concert	Hold
6/6/2024	Concert	Hold
6/7/2024	Concert	Confirmed
6/22/2024	Awards Show	Pending
6/23/2024	Comedy Show	Confirmed
6/24-7/13/2024	Concert	Hold
6/29/2024	Concert	Hold
7/14/2024	Film Premier	Pending
7/15/2024	Concert	Hold
7/16/2024	Concert	Hold
7/17/2024	Concert	Hold
7/18/2024	Concert	Hold
7/19/2024	Awards Show	Confirmed
7/20/2024	Concert	Hold
7/21/2024	Concert	Hold

SAENGER THEATRE- FY 23-24

Date	**Event**	**Status**
7/23/2024	Concert	Confirmed
7/24/2024	Concert	Hold
7/25/2024	Concert	Hold
7/26/2024	Concert	Hold
7/27/2024	Jazz Festival	Confirmed
7/28-7/31/2024	Concert	Hold
8/1/-8/3/2024	Concert	Hold
8/5/2024	Concert	Hold
8/15-8/18/2024	Concert	Hold
8/16/2024	Entertainment Show	Hold
8/19-8/25/2024	Entertainment Show	Hold
8/28-9/12/2024	Concert	Hold
9/13/2024	Concert	Confirmed
9/14-9/18/2024	Concert	Hold
9/19-9/22/2024	Symphony	Hold
9/23-9/30/2024	Concert	Hold

SAENGER THEATRE FY 24-25

Date	Event	Status
10/4/2024	Comedian	Confirmed
10/5/2024	Comedy Show	Hold
10/7-10/9/2024	Concert	Hold
10/10/2024	Concert	Confirmed
10/11/2024	Concert	Hold
10/12/2024	Concert	Confirmed
10/13-10/18/2024	Concert	Hold
10/19/2024	Comedian	Confirmed
10/20-11/5/2024	Concert	Hold
11/7-11/10/2024	Symphony	Confirmed
11/12-11/13/2024	Theatre Event	Hold
11/14/2024	Comedy Show	Confirmed
11/15/2024	Concert	Hold
11/16-11/17/2024	Symphony	Confirmed
11/18-11/23/2024	Concert	Hold
11/25-11/27/2024	Concert	Hold
11/29-11/30/24	Concert	Hold
12/2-12/4/2024	School / Entertainment Show	Hold
12/5-12/8/2024	Concert	Hold
12/12-12/15/2024	Symphony	Confirmed
12/16/2024	Concert	Hold
12/17/2024	Concert	Confirmed
12/18-12/22/2024	Concert	Hold
12/27-12/31/2024	Concert	Hold
1/9-1/12/2025	Conference	Hold
1/16-1/19/2025	Conference	Hold
1/23-1/26/2025	Concert	Hold
1/30-2/3/2025	Symphony	Confirmed
2/6-2/14/2025	Concert	Hold
3/5/2025	Concert	Hold
3/14-3/16/2025	Entertainment Show	Hold
3/21-3/23/2025	Dance Competition	Hold
3/26-3/30/2025	Ballet	Hold
4/3-4/6/2025	Symphony	Confirmed
4/11/2025	Magic Show	Hold
4/18/2025	Entertainment Show	Pending

SAENGER THEATRE FY 24-25

Date	**Event**	**Status**
4/24-4/27-2025	Symphony	Confirmed
5/3-5/4/2025	Youth Symphony	Confirmed
5/6-5/11/25	Dance Recital	Hold
5/13/2025	Graduation	Hold
5/15-5/18/25	Symphony	Confirmed
5/22-5/24/2025	Dance Recital	Hold
5/30-5/31/2025	Dance Recital	Hold
6/21-6/28/2025	Pageant	Hold
7/18/2025	Award Ceremony	Hold

EXHIBIT C
INSURANCE

At all times during this Agreement, Manager shall maintain the following insurance coverage:

(a) commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facilities, or otherwise arising under this Agreement;

(b) umbrella or excess liability insurance;

(c) commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(d) workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Alabama;

(e) professional liability insurance and self-insured employment practices liability coverage;

(f) employment practices liability insurance;

(g) pollution liability; and

(h) crime coverage.

A renewal binder of coverage shall be delivered by the named insured to the City prior to a policy's expiration date, with a complete copy of such renewal insurances to follow.

Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability
$1,000,000 per occurrence
$1,000,000 personal and advertising injury
$1,000,000 products-completed operations aggregate

Umbrella or Excess Liability
$5,000,000 per occurrence and aggregate

Automobile Liability
$1,000,000 per accident (PI and PD combined single limit)
$1,000,000 uninsured/underinsured motorist

Workers Compensation
Workers Compensation: Statutory
Employer's Liability: $100,000 each accident-bodily injury by accident

$500,000 policy limit-bodily injury by disease
$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made basis)
$1,000,000 each occurrence/aggregate

Employment Practices Liability Insurance (Claims Made basis)
$1,000,000

Pollution Liability (Claims Made basis)
$1,000,000

Crime Insurance
Coverage on all on-site Manager employees. Limit: $1,000,000.00

EXHIBIT D
TRANSITION COSTS

OVG Management Transition Expenses
Mobile Convention Center & Saenger Theatre

Transition Expenses

Personnel Related Expenses			
Relocation	.....		$65,000
	General Manager	$35,000	
	Director Level Positions	$30,000	
Travel	.....		$5,000
	GM/Director Candidates		
	4 trips at $1,250		
Recruitment Cost	.....		$8,750
	Background Checks/Recruitment Fees/Ads		
	70 employees at $125 per employee		
Onboarding/Training	.....		$7,500
			$86,250

Corporate/Regional Travel Expenses			
Corporate Travel Expenses per Trip (based upon 3 nights/4 days)			
Assumptions:	Airfare	$750	
	Transportation ($35/day)	$140	
	Hotel ($200/day)	$800	
	Meals ($75/day)	$300	
	Average Per Night	$500	
Estimated Number of Trips:	Number of Days		
Administration	20	$10,000	
Booking	2	$1,000	
Finance	4	$2,000	
HR	20	$10,000	
Marketing	6	$3,000	
Operations	6	$3,000	
Partnerships	3	$1,500	
Hospitality	32	$16,000	
Total Travel	.....		$46,500

Departmental Expenses				
Licenses	.....		$30,000	
	Liquor, Sales, Business, etc.		$30,000	Est
Event Management	Uniforms, Lanyards, Badges	.....	$25,000	
Finance	Software	.....	$10,000	
Office Supplies	Envelopes, note cards	.....	$2,500	
Payroll	Timeclock Cards	.....	$2,500	
Total Departmental Expenses	.....		$70,000	
Total Transition Expenses	.....		$202,750	

*Includes relocation expenses, salary, benefits, taxes, temporary housing, computer, cell phone

EXHIBIT E
MOBILE FIRST INITIATIVE

Mobile Chamber

MOBILE FIRST

ABOUT

Mobile First is an initiative of the Mobile Chamber that supports local businesses by encouraging the use of local contractors, services, suppliers and workforce in advancing new business investment and expansion projects in the community.

Supported by the many economic development partners of Team Mobile, Mobile First will expand access to jobs and economic opportunities for area residents and businesses. Economic research proves dollars spent locally are significantly more impactful in creating local jobs and wealth than spending with outside firms.

Mobile First is a pledge and not legally binding. It is intended to positively influence the culture of doing business in Mobile, where local businesses, including historically disadvantaged businesses, are given greater consideration. It will also help identify opportunities for growth and capacity-building among local businesses to become more successful in competitive bids.

The Mobile First pledge should be acknowledged by signature and included in all applications to the City Industrial Development Board (IDB) or the County Industrial Development Authority (IDA) requesting statutory incentives.

For other projects, the Mobile Chamber is a coordinating resource for promoting Mobile First. The guidelines can be included in bid specifications, requests for proposals (RFPs) and requests for qualifications (RFQs) for both public (to the extent permitted by law) and privately financed projects.

GOALS AND GUIDELINES

Project Commencement

Mobile First prioritizes communication and transparency at the project outset. For capital projects that are awarded statutory tax incentives, the awardee commits to hosting a Mobile First community orientation meeting within 4 weeks of IDB or IDA approval, coordinated by the Mobile Chamber.

Contracting Goals

For contracts related to construction projects and capital improvements, Mobile First establishes these goals:

- A minimum of 50% local business participation in all contracts
- A minimum of 15% combined disadvantaged business participation or veteran-owned business participation in all contracts
- All contractor and subcontractor awardees will be Equal Opportunity Employers

Hiring Goals

Upon occupancy and commencement of operations, Mobile First establishes this goal:

- A minimum of 75% of new hires will be local residents, with the exception of headquarters or certain back-office operations that require the relocation of personnel

Contract awardees are expected to hire only qualified personnel to fill openings and are encouraged to consider opportunities for apprenticeship programs or on-the-job training for entry-level employees. For more information on available workforce development incentives and programs, please contact the Mobile Chamber.

Suggested Incentives

The goals of Mobile First should be considered in issuing bid requests and RFPs/RFQs. Incorporating quantifiable incentives is a recommended approach. Examples:

- On contracts awarded through a bid process, a 5% minimum discount could be applied for local businesses
- On contracts awarded based on a point system, i.e., RFP/RFQ, 5 preference points could be awarded for local business qualification on a 100-point scale
- Proportionate discounts or preference points could be applied for non-local businesses that have participation from local contractors, i.e., joint ventures or suppliers

Reporting

The Mobile Chamber will collect data to track the success of the initiative. The awardee will be asked to submit a report to the Mobile Chamber documenting the implementation of Mobile First, quantifying the achievement of its metrics, either a) 12 months after award or b) after occupancy, whichever is earliest.

Note: If at least three qualified local businesses in the industry, trade or profession that constitute a major category of work do not exist, the guideline is waived. This should be explained in reporting. The information is valuable to the Chamber in identifying opportunities to build local labor and supplier networks.

DEFINITIONS

Local business: For purposes of this initiative, a business with a substantial presence within a 50-mile radius from the City of Mobile and has employees who work from a location that has been operational for at least 12 months within the local area.

Local resident: Individual who maintains their primary residence within a 50-mile radius of the City of Mobile.

Disadvantaged Business: Businesses where socially and economically disadvantaged individuals own at least 51% interest and control management and daily operations. African Americans, Hispanics, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as disadvantaged on a case-by-case basis.

Veteran-owned business: Business where a veteran or veterans own at least 51% interest and also control management and daily operations. A veteran is an individual who has served in active duty for the U.S. Army, Navy, Air Force, Marine Corps or Coast Guard and has not been dishonorably discharged.

STATEMENT OF ACKNOWLEDGEMENT

When making decisions regarding construction contracts, service contracts, equipment purchases, general procurement and hiring, a good faith effort to meet the local-sourcing goals and metrics of Mobile First is acknowledged.

_____

On behalf of

_____

Applicant (print)

_____ _____

Applicant (signature) Date

EXHIBIT F
CONVENTION CENTER INCENTIVE FEE

In consideration for providing the services under this Agreement, and in addition to the other amounts set forth herein, City shall pay Manager a Convention Center Incentive Fee each Operating Year beginning after October 1, 2024, not to exceed $200,000, such amount to be increased by CPI starting on October 1, 2027 and in each succeeding three (3) year period as described in Section 3.1(a) above. The Incentive Fee shall have two (2) components, a quantitative component and a qualitative component, as follows:

A. Quantitative Incentive Fee Structure

I. The quantitative component of the Incentive Fee shall be capped at $100,000 (subject to the CPI increases described above) and shall be based on the following quantitative criteria (the "**Quantitative Incentive Fee**"):

a. After the actual Convention Center Revenue exceeds the Convention Center Revenue as set forth in the approved Operating Budget in any Operating Year by three percent (3%), Manager shall receive a Quantitative Incentive Fee equal to thirty-three percent (33%) of incremental Convention Center Revenue above said three percent (3%) increase, not to exceed the cap described in A. I. above.

b. Manager shall be entitled to pay itself the Quantitative Incentive Fee, if any, from the Convention Center Operating Account thirty (30) days following submission of the final financial statements and audit documents for such Operating Year to the City.

The Parties acknowledge and agree that Manager should not be negatively impacted under the Incentive Fee calculation for offering discounts not already reflected in the Operating Budget, at the City's request or direction, on rent or other charges to attract events to the Convention Center/City, so for purposes of determining the actual Convention Center Revenue when calculating the Quantitative Incentive Fee, any such discount(s) shall be added back to Convention Center Revenue as a "revenue paper credit".

II. A sample calculation of the above follows:

Below is based on a Convention Center Revenue budget of $4 million for an Operating Year and the venue achieving Convention Center Revenues of $4.3 million for such year.

Incremental Convention Center Revenue Over Budget	**City of Mobile Share**	**OVG Share**	**Notes**
First $120K	$120,000	$0	Initial 3% over budget
Next $180K	$120,000	$60,000	City (2/3); OVG (1/3) split
Total Revenue $	**$240,000**	**$60,000**	Split of excess revenues

B. **Quantitative Incentive Fee Structure**

I. The Convention Center Incentive Fee amount will also be based on five qualitative categories: Customer Satisfaction Surveys, Facility Cleanliness, Diversity and Inclusion Initiatives, Visit Mobile Relationship & Support, and Community Involvement. All category scores will be based on a scale of 1-5 with 1 being the lowest and 5 the highest. Manager will be eligible for a total annual Incentive Fee of $100,000 (subject to the CPI increases described above) in each Operating Year (the "**Qualitative Incentive Fee**").

1. **Customer Satisfaction Surveys**. Scale of 1-5. This number will come from the aggregated and averaged scores of all customer survey categories.

2. **Facility Cleanliness**. Scale of 1-5. This number will come from the customer surveys for the single category of "How was the cleanliness of the building, parking lots, and grounds?"

3. **Diversity and Inclusion Initiatives.** Scale of 1-5. Manager and City of Mobile will set implementation goals to be achieved. This rating will come from designated city officials based on the agreed upon goals.

4. **Visit Mobile Relationship and Support**. Scale of 1-5. Manager and City of Mobile will set goals to be achieved. This rating will come from designated city officials based on the agreed upon goals.

5. **Community Involvement**. Scale of 1-5. Manager and the City of Mobile will set goals to be achieved. This rating will come from designated city officials based on the agreed upon goals.

II. **Calculation sample**

Manager achieves the following scores per category:

- 4.5 on customer satisfaction survey scores
- 4.5 on facility cleanliness
- 5.0 on diversity and inclusion initiatives
- 4.0 on Visit Mobile relationship and support
- 4.0 on community involvement

In this sample calculation, OVG achieved a total score of 22. The total score of 22 divided by a maximum potential score of 25 equals 88%. Therefore, OVG would earn 88% of the maximum Qualitative Incentive Fee of $100,000, or $88,000.

EXHIBIT G
FOOD AND BEVERAGE SERVICES

1. REPORTING OBLIGATIONS. Before the end of each calendar month during the Term, Manager shall provide the City with a statement of Convention Center Food and Beverage Revenues for the previous calendar month.

2. F&B EMPLOYEES.

(A) Staffing Levels and Training. Manager shall provide adequate numbers of staff for all catered events and for concessions. All of Manager's employees involved in the sale, service, and distribution of alcoholic beverages shall be trained by Manager in effective alcohol awareness, which includes training consistent with any applicable laws of the City or the State of Alabama.

(B) Food and Beverage Director. Manager shall select a Food and Beverage Director ("FBD") to oversee the Food and Beverage Services at the Convention Center (the "F&B Services"). The FBD shall report to OVG's General Manager.

3. MANAGER'S OPERATIONAL RESPONSIBILITIES.

(A) Periods of Operations. Manager shall provide the F&B Services at such times as shall be reasonably necessary to serve customers of the Facilities.

(B) Quality. All food and beverage items offered for sale by Manager shall be of high quality. Manager shall not offer for sale any food or beverage items that are spoiled, of poor quality, or otherwise unfit for consumption, and any such items shall immediately be removed by Manager from any food preparation or service area. Manager shall maintain a level of service that will provide an effective and convenient operation of food and beverage service. All food, drinks, beverages, confections and other items sold or kept for sale at the concessions will conform in all respects to applicable federal, state and city regulations.

(C) Notice of Health Code Violations. Manager will provide the City, immediately upon Manager's receipt, copies of any reports, citations, or notices that appear from the local health department, as well as copies of any Manager field inspection reports in response thereto. Manager shall promptly correct any such violations and pay any applicable fines, the costs of which shall be deemed an Operating Expense.

(D) Cleaning. Manager shall maintain all food service equipment in a clean and sanitary condition.

(E) Removal of Trash and Garbage. Manager shall be responsible for the removal of all trash, refuse and garbage produced by the F&B Services.

(F) Guidelines. Manager shall adhere to the guidelines set forth in its banquet server guidelines and concession point of service ratio guidelines, copies of which are available for review by the City.

(G) Menus and Pricing. Manager shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the City Contract Administrator and take his or her views into account prior to setting (or changing) such prices and, to the extent inconsistent, the City Contract Administrator's determination as to price for such items will control.

(H) Liquor License. Manager shall maintain a liquor license (unless hereinafter prohibited by law) and all other licenses or permits required by law to provide the F&B Services. Manager shall pay all federal, state and local license and permit fees and collect, withhold, remit, and/or pay for all sales, use and excise taxes and compensation taxes relating to the provision of the F&B Services. The costs of the foregoing shall be an Operating Expense.

4. Catering Fees. As a rule, no outside catering will be permitted in either of the Facilities. However, the City and Manager acknowledge that there may be exceptions to this rule which have been historically granted, such as the case for Mardi Gras organizations at the Convention Center. In all cases where such permission has been granted to a non-profit organization, the licensee for the event will be charged a fee as mutually agreed upon by Manager and the City. The fee so charged shall be included as part of the Convention Center Food and Beverage Revenue. In addition, the licensee for the event shall be required to secure all necessary licenses for such service and will be required to provide the appropriate insurance coverages, naming Manager and City as additional insureds.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

KIM CARMODY DIRECTOR OF PARKS AND RECREATION

Sponsored by:

MAYOR SANDY SIMPSON

Purpose and Scope of Project:

ENGAGE PARTICANTS INTERNS AND VOLUNTEERS IN THE AREAS OF SCIENCE, TECHOLOGY, ENGINEERING AND MATH ALONG FACILITATING TRAINING MPRD STAFF TO LEAD FURTURE EVENTS.

Amount of Contract:

189,000

Effective Date of Contract:

3/26/2024

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
2024 STEM NOLA-STEM MOBILE RESOLUTION	Cover Memo	3/21/2024
agreement	Cover Memo	3/21/2024

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Carmody, Kim	Approved	3/21/2024 - 11:11 AM
			3/21/2024 - 1:40

Budget	Moore, Rick	Approved	PM
Legal	Kern, Chris	Approved	3/21/2024 - 3:12 PM
Legal	Kern, Chris	Approved	3/21/2024 - 3:12 PM
Mayors Office	Barber, James	Approved	3/21/2024 - 3:23 PM

01- 2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Innovative training Of Youth, INC. d/b/a STEM NOLA to perform all necessary services provided under this contract for Parks and Recreation Department. The Mobile Parks and Recreation Department(The City of Mobile) as provided in the statement of work but in no event shall exceed $189,000.00 as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

PROGRAM YEAR 2024-2025
AGREEMENT BETWEEN THE CITY OF MOBILE, ALABAMA
AND
INNOVATIVE TRAINING OF YOUTH, INC. d/b/a STEM NOLA

This Agreement made as of the day of February 8, 2024 by and between the CITY OF MOBILE, ALABAMA, AN ALABAMA MUNICIPAL CORPORATION (Hereinafter referred to as "the City") and Center for the Innovative Training of Youth d/b/a STEM NOLA (Hereinafter referred to as "STEM NOLA"), a nonprofit organized under the laws of the State of Louisiana in an amount not to exceed $210,000.

I. SCOPE OF SERVICES

A. Activities and Accomplishments

STEM NOLA will be responsible for administering the program in a manner satisfactory to the City and consistent with any standards required as a condition of providing such funds. Such program will include the following activities:

OBJECTIVES

Objective 1: STEM NOLA shall facilitate and execute scheduled programming, in a format pre-approved by the City, on the third Saturday of each month (periodic adjustments to this schedule may be necessitated from time to time) at any of the income qualified locations, including a kickoff event. The pre-approved format shall include Science, Technology, Engineering, and Math ("STEM") programming. As part of the STEM programming, at the City's request, STEM NOLA may assist in marketing and registering participants for these events. These events shall begin on February 17, 2024.

Objective 2: STEM NOLA shall engage volunteers, interns, and participants registered and recruited by the City or its designee, after referral and/or lists are made available by the City. At the City's request, STEM NOLA may recruit volunteers and interns to assist in providing performance under this agreement.

Objective 3: STEM NOLA shall facilitate and execute STEM based Professional Development sessions to selected City staff, as selected by the City. City staff shall be selected based on eligibility locations where they perform relevant services in an effort to assist children most impacted by COVID-19. STEM NOLA shall facilitate and provide training in a "train the trainer" model to designated staff in key areas to ensure exposure to the execution and implementation strategies required to facilitate events in the future using an all-agency team. The staff designated will be selected by the Senior Director of Parks and Recreation or their designee. STEM NOLA shall provide selected City staff with modality and written materials as appropriate to ensure effective execution of STEM events in line with quality standards of the STEM NOLA model. Training shall be conducted concurrently with event

planning sessions as scheduled and determined in coordination with the City and shall be held on dates, times, and at locations as selected by the City, and in coordination with STEM NOLA.

Objective 4: STEM NOLA shall provide for all necessary expertise, supplies, equipment, staff, education components, intellectual property, and any other items necessary to affect the Objectives in this agreement. The City shall provide up to 70 tables and 250 chairs per event. The City shall also provide reasonable access to electrical outlets, water sources, trash receptacles, public restrooms, and buildings that it has control of through the Mobile Park and Recreation Department. Location selection shall be reserved for the City based on income qualified locations.

B. Eligible Use of Expenditures

STEM NOLA certifies that the activities carried out under this Agreement will assist households in addressing negative economic impacts of COVID-19. STEM NOLA may presume that low- or moderate-income households and populations have experienced negative economic impacts resulting from the pandemic. STEM NOLA may further presume that any student that lost access to in-person instruction for a significant period of time was impacted by the pandemic. All expenditures related to this agreement will be for costs related to educating populations that may have fallen behind due to COVID-19 and the affect it had on children transitioning back and forth from online learning and breaks in formal school schedules.

C. Performance Monitoring

The City will monitor the performance of STEM NOLA against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct any such substandard performance is not taken by STEM NOLA within a reasonable period of time after being notified of same by the City, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

STEM NOLA'S reimbursable services shall start February 17, 2024 and end October 19, 2024. The term of this agreement can be extended in writing by the City for an additional up to two years if satisfactory expenditure progress has been met, based solely on the discretion of the City. Other terms of this Agreement and the provisions herein may be extended only by written agreement between the parties.

III. BUDGET

QTY	Description	Rate	Total
5	Monthly Stem Event (3-1/2 hrs., 200 max attendees)	$25,200	$126,000
1	STEM FEST Event (3 hrs., 1000 max attendees)	$35,000	$ 35,000
1	Concurrent Staff Training ("Train The Trainer")	$28,000	$ 28,000
	Total		$189,000

Properly documented and dated Invoices must be submitted for each budget item. Invoicing should include dates and times event took place accompanied by event documentation. Only

events outlined in this budget consisting of equipment, supplies, educational material, travel to locations, and vendors intellectual property and methods shall be billed at flat rate pricing per event against this contract. Travel expenditures should be pre-approved by the City prior to incurring cost and are limited to the federal rate of reimbursement for mileage.

IV. COMPLIANCE WITH FEDERAL REGULATIONS

STEM NOLA agrees to comply with the requirements of 31 CFR 35, except that (1) STEM NOLA does not assume the City's environmental responsibilities as a federal funding recipient and (2) STEM NOLA does not assume the City's responsibility for initiating the intergovernmental review of federal programs process. STEM NOLA agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. STEM NOLA further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

V. PROCUREMENT

STEM NOLA shall procure all supplies, equipment, property, services, and construction necessary for implementation of its activities. Procurement shall be carried out in accordance with the "OmniCircular" provisions (2 CFR Part 200, Subpart D), STEM NOLA's own procurement requirements, and alt provisions of ARP regulations governing procurement. STEM NOLA's governing board shall formally adopt written procurement procedures which are at least as restrictive as those required in 2 CFR Part 200, Subpart D and shall provide a copy of said procurement procedures to the City upon request. STEM NOLA shall make awards only to those who are licensed by the City of Mobile and the State of Alabama and have met all requirements regarding insurance in accordance with local and federal regulations.

STEM NOLA agrees that no funds made available under this agreement shall be used directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor during any period of debarment, suspension, or placement in ineligibility status.

Disbursement of Funds to Sub-contractors:

The City and STEM NOLA agree that there will be no sub-contractors performing construction within the parameters of this Agreement.

VI. PAYMENT PROCEDURES

Subject to the City's receipt of funds from Treasury and receipt of program income, the total amount to be paid by the City to STEM NOLA under this Agreement shall not exceed $210,000.00. Drawdowns for payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and upon satisfactory performance.

1) All requests for payment shall be submitted to the City of Mobile Park and Recreation Department, 48 North Sage Avenue, Mobile, AL 36607.

2) All payments made pursuant to this agreement shall be made in conformance with the City's Park and Recreation Department. All billing submitted by the STEM NOLA shall be properly documented with invoices and/or receipts for each expenditure, accompanied by a signed certification that such goods/services claimed have been duty received, and shall be submitted

together with a request for payment form designed by STEM NOLA and a standard Financial Disbursement Request form provided by the City. No payment requests will be honored without the completion of these documents. For purposes of this agreement, expenses duly incurred by STEM NOLA in the performance of services herein described shall be deemed eligible for payment by the City upon the Subrecipient l s satisfaction of either of the following conditions:

A. Submission of invoices or other such documentation in a format acceptable to the City reflecting the payment of said expenses, and the execution of a statement certifying that goods/services have been received and said expenses have in fact been paid; or,

B. Submission of invoices or other such documentation in a format acceptable to the City reflecting that said expenses have been duly incurred and goods/services have been received by STEM NOLA and the execution of a statement by STEM NOLA certifying that payment of said expenses are in process and shall be paid within three (3) days from the date of deposit of funds by STEM NOLA.

In either event, payments of said expenses by STEM NOLA are subject to subsequent verification by the City, or a duly appointed designee pursuant to the terms of the agreement. This information should be submitted by 5:00 p.m. Thursday(s). Requests received after this day will be processed the following week. Billings for reimbursement consideration should be submitted at least on a weekly, bi-weekly, or monthly basis. The City shall remit to STEM NOLA within thirty (30) days of the approved date of invoice.

The City will pay invoices for eligible expenses incurred by STEM NOLA consistent with the approved budget. Reimbursement requests, in a form approved by the City, must be accompanied by copies of checks, timesheets, and other supporting documentation. The City shall not reimburse any portion of any cost determined to be ineligible under this Agreement or under ARP regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will the City reimburse any cost which has been or will be reimbursed from another source. STEM NOLA shall submit reimbursement requests utilizing the form provided by the City.

VII. NOTICES

Notices shall be in writing and delivered via U.S. mail, commercial courier, personal delivery, or by facsimile or by email. Notices shall be effective on the date of receipt. Notices shall be addressed as follows:

City of Mobile
Senior Director
Mobile Parks & Recreation
48 North Sage Avenue
Mobile, AL 36607
251.208.1559 (phone)
504-391-0730 (phone)

STEM NOLA
Dr. Calvin Mackie, Founder/CEO
Center for the Innovative Training of Youth, Inc.
d/b/a STEM NOLA
4910 Drexel Drive
New Orleans, LA 70125
Ljackson@stemnola.com

VIII. SUSPENSION OR TERMINATION

The City will monitor STEM NOLA's performance pursuant to the terms of this Agreement and all applicable Federal, state, and local laws and regulations. Substandard performance, as determined

by the City, will constitute noncompliance with this Agreement. If STEM NOLA fails to correct such substandard performance within a reasonable period of time after being notified by the City, then the City may suspend or terminate this Agreement. Reasons for suspension or termination may include, but are not limited to the following:

1. STEM NOLA's failure to comply with any rule, regulation or provision referred to herein, or such statutes, regulations, executive orders, and Treasury guidelines, policies or directives as may become applicable at any time;

2. STEM NOLA's failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;

3. STEM NOLA's ineffective or improper use of funds provided under this Agreement; or

4. STEM NOLA's submission of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339 and 2 CFR 200.340, this Agreement may also be terminated for convenience by either party, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

IX. ENVIRONMENTAL REVIEWS

The City shall be responsible for carrying out environmental reviews and clearances on all activities as required under 31 CFR 35. STEM NOLA shall be responsible for providing the City necessary information, in a timely manner, to accomplish this task. Funding provided through this Agreement is conditionally approved, subject to the completion of the Environmental Review process.

STEM NOLA may not obligate or expend any funds provided through this Agreement until it receives a "Notice to Proceed" from the City which shall represent, in part, the completion of the environmental review process, and any required Notice for Release of Funds by Treasury for the activities identified in this Agreement.

X. GENERAL CONDITIONS

A. Financial Management

STEM NOLA shall comply with 2 CFR 200.302, shall utilize adequate internal controls, and shall maintain necessary source documentation for all costs incurred. STEM NOLA shall administer its program in conformance with 2 CFR 230, "Cost Principles for Non-Profit Organizations" for all costs incurred.

B. STEM NOLA as Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. STEM NOLA shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

C. Indemnification

STEM NOLA hereby agrees to release, indemnify, defend, and hold harmless the City, its elected officials, employees, and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of STEM NOLA's performance or nonperformance under this Agreement.

STEM NOLA shall further indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. STEM NOLA hereby confirms and agrees that STEM NOLA is not a person or entity who is licensed or authorized in this state to practice architecture, landscape architecture, surveying, engineering, interior design, or geology, and not subject to Alabama Act 2021-318 regarding professional liability insurance, for the performance or obligations of this contract.

D. Workers' Compensation

STEM NOLA shall provide Workers' Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

E. The City Recognition

STEM NOLA shall ensure recognition of the role of Treasury and the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source, "the City of Mobile Parks and Recreation Community Centers Budget."

F. Amendments

Either party may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the designated correspondent for the City. Such amendments shall not invalidate this Agreement, nor relieve or release either party from its obligations under this Agreement.

After written notice to STEM NOLA, the City may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties unless required to conform to Federal funding regulations.

G. Client or Community Data

STEM NOLA shall maintain client or community data demonstrating eligibility for services provided under this Agreement. For individuals, such data shall include, but not be limited to, client name, family size, address, income level or other basis for determining eligibility, and description of service provided. For communities being served because the area itself qualifies per the Interim Final Rule, inclusive of any updates, or such data shall include, but not be limited to, clear identification of the geographic service area of the program (including individual census tract numbers) as well as median income statistics for identified census tracts. Such information shall be made available to Recipient for review upon request.

STEM NOLA agrees that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with ~~Recipient's~~ the City's or ~~Subrecipient's~~ STEM NOLA's administration of the services provided under this Agreement, is prohibited unless written consent is obtained from such beneficiaries and, if beneficiaries are minors and/or do not have the capacity to give consent, that of a responsible parent/guardian.

H. Close-outs

STEM NOLA's obligations under this Agreement shall not end until all close-out requirements are completed. Close-out entails: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to Recipient, if applicable), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that STEM NOLA has control over ARP funds, including program income.

STEM NOLA shall be obligated to report beneficiary data in a form provided by the City within 30 days of close-out.

I. Audits and Inspections

STEM NOLA shall work under the direction of the City's Park and Recreation Department, which will monitor and evaluate the performance of this agreement. The Senior Director of the Mobile Parks and Recreation Department shall be the designated correspondent for the City of Mobile in all matters regarding this agreement.

STEM NOLA's financial records, with respect to any matters covered by this Agreement, shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives at any time during normal business hours, as often as deemed necessary, to audit, monitor, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by STEM NOLA within 30 days after receipt of notice by STEM NOLA. STEM NOLA's failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

STEM NOLA hereby agrees to have an annual agency audit conducted in accordance with the requirements of 2 CFR 200. STEM NOLA agrees to forward a copy of its annual audit to the City within 30 days of the audit's completion.

J. Progress Reports

STEM NOLA shall submit monthly Progress Reports to the City utilizing the form provided by the City. These monthly reports will include demographic details on beneficiaries served including, but not limited to race, ethnicity, disability, and income data along with a narrative regarding program progress, successes, and challenges. The purpose of the monthly reporting is to enable the City to prepare and submit reports to Treasury. These STEM NOLA prepared reports shall be submitted by the 15th calendar day of each month until all budgeted funds for the activities have been fully expended. At the end of the City's fiscal year (October 1 - September 30), STEM NOLA shall prepare an annual/closeout report to be submitted to the City's Parks and Recreation Department no later than October 1 of each year until funds have been expended or this Agreement is no longer in force.

K. Assignment of this Agreement

STEM NOLA shall not assign or transfer any interest in this Agreement without the City's prior written consent; provided, however, that claims for money due or to become due to STEM NOLA from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

L. Documentation and Record Keeping

1. Records to be Maintained

STEM NOLA shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the ARP Act, Treasury regulations implementing that section, and required by 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets an eligible expenditure type;

c. Records determining the eligibility of activities;

d. Records documenting the acquisition, improvement, use or disposition of real property acquired or improved with ARP assistance, if applicable;

e. Records documenting compliance with the fair housing and equal opportunity components of the ARP program, if applicable;

2. Records Retention

STEM NOLA shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of STEM NOLA's annual performance and evaluation report to

Treasury which includes the final report on the activities assisted under this Agreement. However, if litigation, claims, audits negotiations or other actions that involve any of the above cited records are initiated before expiration of the five-year period, such records must be retained until five years after completion or resolution of all issues.

3. **Access to Records**

STEM NOLA shall furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, for the purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

M. Use and Reversion of Assets

The use and disposition of real property and equipment purchased under this Agreement shall be in compliance with the requirements of 2 CFR 200.311 and 2 CFR 200.313, 570.503, and 570.504, as applicable. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by STEM NOLA for activities under this Agreement shall be (a) transferred to the City or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of funds used to acquire the equipment.

Additionally, STEM NOLA shall transfer to the City any City funds on hand and any accounts receivable attributable to the use of City funds under this Agreement at the time of expiration, cancellation, or termination.

N. Program Income

STEM NOLA acknowledges, by executing this Agreement, that it must notify the City of the receipt of any program income during the calendar month that such program income is generated, and any such program income must be returned to the City within fourteen calendar days following the end of the month in which the program income was generated. Such program income must include any interest or other earnings generated from the program income during the time the program income was in the possession of STEM NOLA. STEM NOLA acknowledges its responsibility for appropriate record keeping and reporting to the City on the generation and/or receipt of such program income.

O. Liability Insurance

STEM NOLA shall maintain general liability policy insurance throughout the duration of this contract at a minimum of $1,000,000. The City of Mobile shall be an additional named insured under this policy.

P. Timeliness

The STEM NOLA hereby acknowledges the importance of meeting reporting requirements, providing all services described herein in a timely manner and understands that failure to do so may result in the suspension or termination of this agreement.

Without prior written approval from the City, STEM NOLA hereby acknowledges that it must submit invoices for payment to the City's Park and Recreation Department for services described herein on either a weekly, biweekly, or monthly basis.

Lastly, STEM NOLA acknowledges that the City may, at its option, suspend or terminate this agreement in accordance with the provisions of Section VIII, Suspension and Termination, in the event STEM NOLA fails to submit invoices for payment pursuant to the terms of this agreement to the City's Parks and Recreation Development Department on at least a monthly basis.

Q. Collaborative Partnerships

STEM NOLA agrees to the extent feasible and mutually beneficial, to establish and implement a collaborative relationship with other City funded entities (ARP/CDBG/ESG/UDAG) and the broader community in an effort to maximize resources and enhance services to low and moderate income beneficiaries.

City staff will be available to provide technical assistance on request and as necessary to ensure compliance with applicable City/Treasury regulatory requirements.

R. City of Mobile Priority Needs

As necessary, STEM NOLA shall assist the City of Mobile in carrying out its housing and community development goals and priorities. As instructed by the Deputy Executive Director of Public Works, STEM NOLA will adjust activities as needed to meet the requirements of changing needs and priorities.

S. Changes in Administration

In the event of any staff changes in key personnel within the agency, STEM NOLA must formally notify the City in writing within 15 calendar days. Failure to comply in a timely manner may result in the suspension or termination of this Agreement.

T. Participant Eligibility Determination

All families or individuals receiving housing assistance under this agreement shall meet the HUD Family Income Guidelines as developed in accordance with Section 3 (b)(2) of the U.S. Housing Act of 1987, unless otherwise given guidance by Treasury for the use of these funds. Further (where applicable) STEM NOLA agrees that no funds made available under this agreement shall be used directly or indirectly to make loans to individuals whose personal income exceeds the established levels.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. WAIVER

The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. CERTIFICATIONS AND ADDITIONAL REQUIREMENTS

Attached to this Agreement are Certifications (Appendix A) incorporated by reference herein. By signing this Agreement on the following page, STEM NOLA is making the certifications in Appendix A.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and STEM NOLA for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and STEM NOLA with respect to this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates specified below:

FOR the City

City of Mobile

By_____
William S. Stimpson, Mayor

_____
Date

Signatures attested by:

_____
Lisa Lambert, City Clerk
City of Mobile

FOR STEM NOLA

Center for the Innovative Training of Youth
d / b / a STEM NOLA

By_____
Signature/Title
[Authorized under the organization bylaws to execute contracts]

Calvin Mackie
Printed Name

3/1/24
Date

Acknowledgment of Individual

STATE OF LOUISIANA

PARISH OF Orleans

On this 1 day of March, 2024, before me personally appeared Calvin Mackie, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that (he/she/they) executed it as (his/her/their) free act and deed.

Notary Public
Print Name: Raymond A Brown
My commission expires: Lifetime

RAYMOND ANTHONY BROWN
Attorney at Law
Notary ID No. 90970
State of Louisiana
Lifetime Commission

APPENDIX A

CERTIFICATIONS

1. **Conflict of Interest**

STEM NOLA hereby certifies that it will abide by the provisions of 2 CFR 200.112 and 570.611, which include (but are not limited to) the following:

a. STEM NOLA shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of STEM NOLA shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of Interest, real or apparent, is involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to City funds , or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the City funds, or with respect to the proceeds from the City funds or with respect to the proceeds from the City funds either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed officials of the City, STEM NOLA, or any designated public agency.

2. **Drug Free Workplace**

STEM NOLA hereby certifies that it shall make a good-faith effort to provide a drug-free workplace. Subrecipient further certifies that it shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing. possession, or use of controlled substance is prohibited in Subrecipient's workplace, and that said publication enumerates the actions that will be taken against employees for violation of such prohibition, Subrecipient further certifies that it has an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace and any available drug counseling, rehabilitation, or employee assistance programs.

3. **Lobbying**

STEM NOLA hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of STEM NOLA, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer to employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. STEM NOLA will require that the following language be included in the award documents for all subawards at alt tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements):

> "This certification Is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, tittle 31 U.S.D. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

4. Hatch Act

STEM NOLA certifies that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent engaged in the conduct of political activities in violation of S U.S.C. 15.

5. Inherently Religious Activities

STEM NOLA may not use City to support inherently religious activities, such as worship, religious instruction, or proselytization. If STEM NOLA engages in these activities, the activities must be offered separately, in time or location, from the programs or services directly funded with City assistance, and participation must be voluntary for the beneficiaries of the City funded program or service.

Faith-based organizations may use space in their facilities to provide City funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith-based organization may retain religious terms in its organization's name, select board members on a religious basis, and include religious references in its organization mission statements and other governing documents. Faith-based organizations that participate in a City sponsored program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief.

Faith-based organizations cannot use City funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious activities. However, City funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific City program. In the event a structure Is used for both eligible and inherent religious activities, City

funds may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that is attributable to eligible activities.

6. Alabama Immigration Law

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. Verification of Provider's enrollment in the E-Verify program is attached to this agreement.

7. Relocation

If this Agreement involves acquisition, rehabilitation, demolition, or conversion of real property which necessitates relocation, ~~Subrecipient~~ STEM NOLA certifies that it shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR S70.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. ~~Subrecipient~~ STEM NOLA shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2). STEM NOLA also agrees to comply with applicable ~~the~~ City~~'s~~ policies concerning displacement of persons from their residences.

8. Compliance with Anti-discrimination and Civil Rights Laws

STEM NOLA certifies that it shall comply with each of the following:

- Title VI of the Civil Rights Act of as amended
- Title Vill of the Civil Rights Act of 1968 as amended
- Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Age Discrimination Act of 1975
- Executive Order 11063
- Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086
- Executive Order 13985
- Non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 580.607, as revised by Executive Order 13279
- Applicable non-discrimination provisions in Section 109 of the HCDA

9. Subaward and Executive Compensation Information

Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

10. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. 5 4712, STEM NOLA may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or gram, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector Genera); iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. STEM NOLA shall inform employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

11. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr, 18, 1997), STEM NOLA should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personality owned vehicles.

12. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), STEM NOLA should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving nd STEM NOLA should establish workplace safety policies to decrease accidents caused by distracted drivers.

13. **Women and Minority-Owned Businesses (W/MBE)**

STEM NOLA certifies that it will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. "Small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. "Minority group members" are African Americans, Spanish-speaking, a Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. STEM NOLA may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

14. Affirmative Action

STEM NOLA certifies that It has adopted and complies with its own Affirmative Action Program, in keeping with Executive Order 11246 (09/24/66). STEM NOLA certifies that it shall, in all solicitations or advertisements for employees placed by or on behalf of STEM NOLA, state that it is an Equal Opportunity or Affirmative Action employer.

15. Copyright

If this Agreement results in any copyrightable material or inventions, STEM NOLA certifies that the City and/or Treasury has right to royalty-free, non-exclusive, and irrevocable license to reproduce. publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

16. Clean Air and Water

STEM NOLA certifies that it shall comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and ail regulations and guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended

17. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973(42 U.S.C. 4001), STEM NOLA shall assure that for activities located in an area identified by the Federal Emergency management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

18. Historic Preservation

STEM NOLA certifies that it shall comply with the historic preservation requirements of the National Historic Presentation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, insofar as they apply to the performance of this Agreement.

19. Lead-Based Paint Provisions

STEM NOLA certifies that it will not use lead-based paint in structures constructed or rehabilitated under this agreement in accordance with Section 401(b) of the Lead Based Poisoning Prevention Act, and 24 CFR Part 35(B).

STEM NOLA certifies that it will not initiate any rehabilitation activity that would disturb the painted surfaces of homes constructed prior to 1978 under this agreement.

20. Federal Labor Standards

STEM NOLA certifies that is shall comply with the applicable requirements of the Secretary of Labor pursuant to the Davis-Bacon Act as amended and as determined by Treasury, the provisions of the Safety Standards Act, the Copeland "Anti-kickback" Act and all other applicable laws and regulations pertaining to tabor standards relative to the performance of housing rehabilitation and/or development activities under this agreement. Records documenting compliance shall be maintained by STEM NOLA and made available to the City upon request.

Eligible Locations for Service

The following Community Centers are eligible for service:

1) Dotch Community Center
2) Figures Park and Community Center
3) Harmon-Thomas Community Center
4) Hillsdale Park and Community Center
5) Hope Community Center
6) Springhill Recreation Center
7) Thomas Sullivan Community Center

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cellebrite Inc for annual renewal of forensic software licenses for MPD Cyber.
General fund.

Amount of Contract:

$366,445.52

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20240320 Cellebrite Agenda Package POs	Cover Memo	3/20/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/21/2024 - 2:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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
5678	2024	(1545) POLICE CYBER DIVISION	ANNUAL RENEWAL OF FORENSIC SOFTWARE LICENSES FOR MPD CYBER (EXEMPT AS SOFTWARE)	$366,445.52	(293683) CELLEBRITE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RENEWAL OD EXISTING SOFTWARE *RENEWAL OF EXISTING SOFTWARE **NON-DISCLOSURE** CELLEBRITE PREMIUM SOFTWARE RENEWAL FOR EXISTING FORENSIC AND INTELLIGENCE SYSTEMS. ALL CELLEBRITE SOFTWARE IS NOW ON THE SAME RENEWAL SCHEDULE. PRICE INCLUDES FREIGHT FOR RENEWAL UPGRADE DONGLES. CUSTOMER ID: SF-00171074 END DATE: MARCH 30, 2024. EMAIL PO TO: ARIEL.SEGAL@CELLEBRITE.COM AS PER QUOTE #Q-372354-1			
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes B-AIS-04-002 PREMIUM ES QTY 1 START DATE: FEB 06, 2024 TO MARCH 30, 2025 SERIAL NUMBER: 967999556865897505 U-AIS-02-083 PREMIUM ES UNLIMITED EVS SUBSCRIPTION START DATE FEB 06, 2024-MARCH 30, 2025 SERIAL NUMBER: 9679995568658997505 Vendor Item Inventory Item/Loc 1723	1.00 EACH	124369.32000	124369.32
1	1000.30.15.1530.1545.1530.0000.0000.46010.			21142.78

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1530.1545.1530.0000.0000.46040.			21142.78
3	1000.30.15.1530.1545.1530.0000.0000.42140.			82083.75

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

003 LICENSE FOR SOFTWARE AS SPECIFIED: — 1.00 EACH — 42852.34000 — 42852.34

Additional Description Notes

U-AIS-02-086
PREMIUM ES UNLIMITED END POINT SUBSCRIPTION
QTY 10
START DATE: FEB 6, 2024-MARCH 30, 2025
SERIAL NUMBERS: 4780485, 994859543, 2045871822, 365068262, 511208586, 877440237, 592201067, 1718102971, 1281805995, 129524067
Vendor Item
Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.46010.		7284.90

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1530.1545.1530.0000.0000.46040.			7284.90
3	1000.30.15.1530.1545.1530.0000.0000.42140.			28282.54

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

004	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	0.00000	0.00

Additional Description Notes

B-AIS-02-094
PREMIUM ES UNLIMITED END POINT SUBSCRIPTION
START DATE:MARCH 31, 2024-MARCH 30, 2025
SERIAL NUMBER: 39148386
Vendor Item
Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.46010.	.00
2	1000.30.15.1530.1545.1530.0000.0000.46040.	.00

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
3	1000.30.15.1530.1545.1530.0000.0000.42140.			.00

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

005	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	3372.97000	3372.97

Additional Description Notes

B-AIS-02-094
PREMIUM ES UNLIMITED END POINT SUBSCRIPTION
START DATE:MARCH 31, 2024-MARCH 30, 2025
SERIAL NUMBER: 39148386

U-AIS-02-086
PREMIUM ES UNLIMITED END POINT SUBSCRIPTION
START DATE: MARCH 31, 2024-MARCH 30, 2025
SERIAL NUMBER: 39148386
Vendor Item
Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.46010.			573.40

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1530.1545.1530.0000.0000.46040.			573.40
3	1000.30.15.1530.1545.1530.0000.0000.42140.			2226.16

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

006	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	2421.15000	2421.15

Additional Description Notes

B-AIS-02-094
PREMIUM ES UNLIMITED END POINT SUBSCRIPTION
STATE DATE: JULY 12, 2024-MARCH 30, 2025
SERIAL NUMBER: 982871374

U-AIS-02-086
PREMIUM ES UNLIMITED END POINT SUBSCRIPTIONSTATE DATE: JULY 12, 2024-MARCH 30, 2025
SERIAL NUMBER: 982871374
Vendor Item
Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.46010.			411.60

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Released Page 6

Vendor	Ship To
CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1530.1545.1530.0000.0000.46040.			411.60
3	1000.30.15.1530.1545.1530.0000.0000.42140.			1597.96

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

007	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- B-UFD-10-001 UFED 4PC ULTIMATE SUBSCRIPTION STATE DATE: FEB 18, 2024-MARCH 30, 2025 QTY 9 SERIAL NUMBERS: 365068262, 511208586, 877440237, 1281805995, 129524067, 4780485, 994859543, 39148386, 2045871822 Vendor Item Inventory Item/Loc 1723	9.00 EACH	7675.07000	69075.63
1	1000.30.15.1530.1545.1530.0000.0000.46010.			11742.86

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Released Page 7

Vendor	Ship To
CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1530.1545.1530.0000.0000.46040.			11742.86
3	1000.30.15.1530.1545.1530.0000.0000.42140.			45589.92

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

008	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- B-UFD-10-034 UFED CLOUD SUBSCRIPTION START DATE: JULY 12, 2024-MARCH 30, 2025 SERIAL NUMBER: 982871374 S-UFD-15-088 UFED CLOUD FULL ANALYZER SUBSCRIPTION START DATE: JULY 12, 2024-MARCH 30, 2025 SERIAL NUMBER: 982871374 Vendor Item Inventory Item/Loc 1723	1.00 EACH	3373.70000	3373.70
1	1000.30.15.1530.1545.1530.0000.0000.46010.			573.53

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 8

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1530.1545.1530.0000.0000.46040.			573.53
3	1000.30.15.1530.1545.1530.0000.0000.42140.			2226.64

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

009	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	1900.00000	1900.00

Additional Description Notes

B-BLB-01-022
INSPECTOR SUBSCRIPTION
START DATE: MARCH 31, 2024-MARCH 30, 2025
SERIAL NUMBER: BBT4000002309

S-BLB-02-003 INSPECTOR SUBSCRIPTION
START DATE: MARCH 31, 2024-MARCH 30, 2025
SERIAL NUMBER: BBT4000002309
Vendor Item
Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.46010.		323.00

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 9

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1530.1545.1530.0000.0000.46040.			323.00
3	1000.30.15.1530.1545.1530.0000.0000.42140.			1254.00

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

010	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	950.00000	950.00

Additional Description Notes

B-BLB-01-019
DIGITAL COLLECTOR SUBSCRIPTION
START DATE: MARCH 31, 2024-MARCH 30, 2025
SERIAL NUMBER: BBAA000000000010556

S-BLB-01-013
DIGITAL COLLECTOR SUBSCRIPTION
START DATE: MARCH 31, 2024-MARCH 30, 2025
SERIAL NUMBER: BBAA000000000010556
Vendor Item
Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.46010.	161.50

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 10

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1530.1545.1530.0000.0000.46040.			161.50
3	1000.30.15.1530.1545.1530.0000.0000.42140.			627.00

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

011	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	106712.33000	106712.33

Additional Description Notes

B-ANY-05-001
PATHFINDER SUBSCRIPTIONPACKAGE
START DATE: FEB 14, 2024-MARCH 30, 2025
SERIAL NUMBERS: 470069839611392431

S-UFD-17-044
PATHFINDER SUBSCRIPTION
START DATE: FEB 14, 2024-MARCH 30, 2025
SERIAL NUMBERS: 470069839611392431

Vendor Item
Inventory Item/Loc 1723

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Released Page 11

Vendor	Ship To
CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1530.1545.1530.0000.0000.46010.			18141.10
2	1000.30.15.1530.1545.1530.0000.0000.46040.			18141.10
3	1000.30.15.1530.1545.1530.0000.0000.42140.			70430.14

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

012	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- B-UFD-10-001 UFED 4PC ULTIMATE SUBSCRIPTION START DATE: SEPT 27, 2024-MARCH 30, 2025 SERIAL NUMBER: 592201067 Vendor Item Inventory Item/Loc 1723	1.00 EACH	3497.26000	3497.26
1	1000.30.15.1530.1545.1530.0000.0000.46010.			594.53

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Released Page 12

Vendor	Ship To
CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
2	1000.30.15.1530.1545.1530.0000.0000.46040.			594.53
3	1000.30.15.1530.1545.1530.0000.0000.42140.			2308.19

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

013	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- B-UFD-10-001 UFED 4PC ULTIMATE SUBSCRIPTION START DATE: OCTOBER 25, 2024-MARCH 30, 2025 SERIAL NUMBER: 1718102971 Vendor Item Inventory Item/Loc 1723	1.00 EACH	2967.95000	2967.95
1	1000.30.15.1530.1545.1530.0000.0000.46010.			504.55
2	1000.30.15.1530.1545.1530.0000.0000.46040.			504.55

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 13

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
3	1000.30.15.1530.1545.1530.0000.0000.42140.			1958.85

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

014	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	4952.87000	4952.87

Additional Description Notes

B-UFD-10-001
UFED 4PC ULTIMATE SUBSCRIPTION
START DATE: JULY 12, 2024-MARCH 30, 2025
SERIAL NUMBER: 982871374
Vendor Item
Inventory Item/Loc 1723

1	1000.30.15.1530.1545.1530.0000.0000.46010.		841.99
2	1000.30.15.1530.1545.1530.0000.0000.46040.		841.99
3	1000.30.15.1530.1545.1530.0000.0000.42140.		3268.89

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Released Page 14

Vendor	Ship To
CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 366445.52

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

Account		Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.		241854.04	9227928.48
POLICE CYBER DIVISION EXP	MISCELLANEOUS SERVICES		
1000.30.15.1530.1545.1530.0000.0000.46010.		62295.74	9227928.48
POLICE CYBER DIVISION EXP	CELLULAR PHONE CHARGES		
1000.30.15.1530.1545.1530.0000.0000.46040.		62295.74	9227928.48
POLICE CYBER DIVISION EXP	INTERNET SERVICE		

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

Activity	Date	Clerk	Comment
Queued	02/23/24	DONALD ROSE	
Queued	02/23/24	SANDRA LEWIS	
Queued	02/23/24	STEVEN KRONINGER	

Bill To	Requisition 00005678-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Released Page 15

Vendor	Ship To
CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/24	293683				POLICE CYBER DIVISION

LN	Description / Account		Qty	Unit Price	Net Price
	Queued 02/23/24	SAMANTHA COOLEY			
	Queued 02/23/24	JOHN PAINE			
	Queued 02/23/24	MICHAEL SPAFFORD			
	Queued 02/23/24	ANNE FOLEY			

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:
Nick Amberger, P.E. Engineering Department

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:
To accept change order for additional services with Thompson Engineering, Inc.

Amount of Contract:
$1,778,052.00

Funding Source

Project # C0053 **Discretionary Funds**

Project String 2000.2000.48020 **Contract Number:**2954

Budget Amendment **REDUCE** **INCREASE** $154,479.00

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	3/19/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	3/19/2024 - 4:03 PM
Capital	Rhodes, Brenda	Approved	3/19/2024 - 4:44 PM
Legal	Kern, Chris	Approved	3/21/2024 - 12:44 PM
Mayors Office	Barber, James	Approved	3/21/2024 - 2:04 PM

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 3/19/2024

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Thompson Engineering, Inc

DISTRICT#: 7

DEPT. PROJECT#: 2007-202-02

REQUEST: Please Add $ 154,479.00 from Capital Project#/Title:

C0053 Zeigler Blvd. (Athey-Forest Hill)

to contract# 2954.

Total amount of Change Order: $ 154,479.00

Current contract amount: $ 1,778,052.00

Revised contract amount: $ 1,932,531.00

Comments: Pending approval to provide additional professional engineering fees for construction engineering and inspection services.

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilor Gina Gregory

WHEREAS, the City entered into a contract dated September 10, 2020 with Thompson Engineering, Inc. for construction engineering and inspection services on the project known as Zeigler Boulevard (Athey Road to Forest Hill Drive), City of Mobile Project No. 2007-202-02, ALDOT Project No. STPMB-7550 (600); and

WHEREAS, the professional engineering fee cost is to be shared between the City of Mobile (20%) and the Alabama Department of Transportation (80%); and

WHEREAS, the Contract amount for the construction engineering and inspection services are based on fee negotiations between the City of Mobile & Alabama Department of Transportation with Thompson Engineering, Inc.; and whereas, the current contract amount includes the original contract and no previous contract amendments and totals $1,778,052.00 (not to exceed); and

WHEREAS, the contract provides in Exhibit D that additional services may become necessary or desirable and "payment for the extra work will be negotiated by supplemental agreement", and Supplemental Agreement (No. 1), approved by the Alabama Department of Transportation, for professional engineering fees for construction engineering and inspection services to adjust the amount of compensation to Thompson Engineering, Inc. was negotiated, thereby increasing professional engineering fees by $154,479.00 to a total of $1,932,531.00 (not to exceed); and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of $154,479.00, for a total of $1,932,531.00 (not to exceed), to be paid to Thompson Engineering, Inc. for construction engineering and inspection services on the Zeigler Boulevard (Athey Road to Forest Hill Drive) Project.

Adopted:

_____
City Clerk

CONTRACT AMENDMENT

PROJECT NAME: Zeigler Boulevard (Athey Road to Forest Hill Drive)

PROJECT NO: STPMB-7550 (600); 2007-202-02

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated September 10, 2020 to provide additional Professional Engineering Services in the amount of $154,479.00.

Original Contract Amount:	$1,778,052.00 (not to exceed):	City 20% share: $355,610.00)
This Contract Amendment #1:	$154,479.00 (not to exceed):	City 20% share: $30,896.00)
Revised Contract Amount this date:	$1,932,531.00 (not to exceed):	City 20% share: $386,506.00)

CITY OF MOBILE

Signature

William S. Stimpson
As Its: Mayor

CONSULTANT (Thompson Engineering, Inc.)

Signature

CLO + Secretary
As Its:

ATTEST:

City Clerk

City Engineer

ATTEST:

Witness/Secretary

March 18, 2024
Date

SEAL:

THOMPSON ENGINEERING, INC. CORPORATE SEAL ALABAMA

Project No.	STPMB-7550(600)
County	Mobile
Description	Zeigler Blvd Widening from Athey to Forest Hill
Scope of Work	Construction Engineering and Inspection
	Supplemental Request No. 1
Consultant	Thompson Engineering

GRAND TOTAL OF FEE PROPOSAL

Construction Engineering and Inspection	$154,479
GRAND TOTAL FEE	**$154,479**

Combined overhead rate (%) >>>>>>>>>>>>>>>>	135.00
Facilities Capital Cost of Money (if used) >>>>>>	0.53

LABOR RATES

Classification	Daily Rate
Professional Engineer	$360.00
Project Manager	$296.00
Senior Inspector	$232.00
Level II Inspector	$192.00
Level II Inspector	$176.40

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Signed

2/23/2024
Date

CEI Alabama Division Leader
Position/Title

Project No.	STPMB-7550(600)
County	Mobile
Description	Zeigler Blvd Widening from Athey to Forest Hill
Scope of Work	Construction Engineering and Inspection
	Supplemental Request No. 1
Consultant	Thompson Engineering

Fee Proposal (Construction Engineering and Inspection)

PERSONNEL COST	Man-days	x Daily Rate	
Professional Engineer	15.00	$ 360.00	$ 5,400.00
Project Manager	35.00	$ 296.00	$ 10,360.00
Senior Inspector	70.00	$ 232.00	$ 16,240.00
Level II Inspector	70.00	$ 192.00	$ 13,440.00
Level II Inspector	70.00	$ 176.40	$ 12,348.00
	Total Direct Labor		$ 57,788.00
Combined Overhead (%)	135.00		$ 78,013.80
Out-of-Pocket Expenses**			$ 4,355.00
		Sub-Total	**$ 140,156.80**
Profit (10%)			$ 14,015.68
		Sub-Total	**$ 154,172.48**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 154,172.48**
Facilities Capital Cost of Money (% of Direct Labor	0.53		$ 306.28
		TOTAL FEE	**$ 154,478.76**

**See Grand Total Fee sheet

Project No.	STPMB-7550(600)
County	Mobile
Description	Zeigler Blvd Widening from Athey to Forest Hill
Scope of Work	Construction Engineering and Inspection
	Supplemental Request No. 1
Consultant	Thompson Engineering

Out-of-pocket Expenses (CE&I)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Project Mileage	260	25	$0.670	$ 4,355.00
				$ -
				$ -
				$ -
			Total Mileage Cost	**$ 4,355.00**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ 4,355.00**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ -**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total

Total Out-of-pocket Expenses	**$ 4,355.00**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

ALABAMA
DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

February 26, 2024

Mr. Nick Amberger, P.E., City Engineer
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

ATTENTION: MR. GUY O'CONNOR, P.E., PROJECT MANAGER

Gentlemen:

Re: **Project No. STPMB-7550(600)**
Additional Lanes on Zeigler Blvd from Athey Road to Forest Hill Drive
City of Mobile

We are in receipt of the supplemental man-day & fee proposal submitted for Thompson Engineering, Inc. to provide additional construction engineering and inspection services on the above-referenced project. We concur with the proposal and the maximum allowable supplemental fee of $154,479. The total fee allowable for this service is $1,932,531, The overhead rate and operating margin will be as previously approved by our Bureau of Finance and Audits, External Audit Section.

After executing the supplemental agreement with the above-named consultant, you may issue a "notice to proceed" for them to begin work on the project. Please provide this office with a copy of the notice to proceed and contact information for the consultant's project manager assigned to the project.

This supplemental agreement is a "cost-plus" contract. The consultant is to provide services as necessary for the adequate construction engineering and inspection of the project, and bill only for those costs and expenses actually incurred on the project, plus allowable markups and percentages as provided for in the contract.

While deference to your consultant professional should be exercised in determining the daily staffing needs for adequately inspecting the project, it *is* your place to stay abreast of the engineering budget status. You should confer with the consultant periodically as necessary to ensure that this work remains within budget. **ALDOT will not reimburse for charges in excess of the aforementioned maximum allowable fee.**

Please contact this office if you need additional information.

Sincerely,

Thomas W. Goodman, Jr., P.E.
Local Transportation Engineer – Mobile Area

TWG/
c: Mr. Brad Lindsey, P.E.
Mr. Brian Aaron, P.E.
File

THOMENG-01 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/18/2024

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

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

PRODUCER	CONTACT NAME: Abby Foster
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Zurich American Insurance Co. — 16535
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		GLO 3534778-02	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		BAP 3534779-02	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 3534777-02	2/1/2024	2/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Auto Physical Damage			BAP 3534779-02	2/1/2024	2/1/2025	Various deductibles	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME: Zeigler Boulevard (Athey Road to Forest Hill Drive)
PROJECT NO: STPMB-7550 (600); 2007-202-02

The City of Mobile, its employees, and agents, and all other indemnified parties named as additional insured on a primary & non-contributory basis as respect General Liability and Auto Liability where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Durden

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2024

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

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

PRODUCER
Cadence Insurance, a Gallagher Company
760 Howard Avenue, 2nd floor
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: patty.savage@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 1878554854 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	CUP8S42687024NF	2/1/2024	2/1/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			C1D697240801	2/1/2024	2/1/2025	Per Claim Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NOTE: Umbrella Coverage above; policy number CUP8S42687024NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 2/1/2024 to 2/1/2025. Umbrella is follow form these policies.

Project: Zeigler Boulevard (Athey Road to Forest Hill Drive)
Project Number: STPMB-7550 (600); 2007-202-02

CERTIFICATE HOLDER

City of Mobile
205 Government Street
P. O. Box 1827
Mobile AL 36633
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

To approve contract with Geotechnical Engineering Testing, Inc., geotech investigation/materials testing services to support the design of new construction of Civic Center

Amount of Contract:

$ 182,500.00

Funding Source

Project # CIV CTR PROJ MGMT/SITE DESIGN/UTI RE, C0865; CC-034A-22 — **Discretionary Funds**

Project String 2000.2000.48030 — **Contract Number:**4917

Budget Amendment **REDUCE** **INCREASE**

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/20/2024
Contract	Exhibit	3/20/2024
Capital Contract Summary Sheet	Backup Material	3/20/2024
Geotech Investigation RFP	Backup Material	3/20/2024
Geotec Investigation Boring Locations	Backup Material	3/20/2024

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Stout, Carleen	Approved	3/20/2024 - 4:49

			PM
Capital	Rhodes, Brenda	Approved	3/21/2024 - 9:40 AM
Legal	Kern, Chris	Approved	3/21/2024 - 12:41 PM
Mayors Office	Barber, James	Approved	3/21/2024 - 2:04 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: **Geotechnical Engineering Testing, Inc.**

Project Name: **CV CTR PROJ MGMT/SITE DESIGN/UTI RE**

Geotechnical Investigation Services

Project Number: **CC-034A-22**

Amount: **$ 182,500.00**

Adopted:

_____

City Clerk

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
(HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____.

BETWEEN the Owner:	CITY OF MOBILE 205 Government Street P. O. Box 1827 Mobile, Alabama 36633
And the Consultant:	GEOTECHNICAL ENGINEERING TESTING, INC. Professional Engineers 904 Butler Drive Mobile, Alabama 36693 City of Mobile Business License No.: 189640 Secretary of State Registration No.: 000-033-894
For the following Project:	Mobile Civic Center Master Plan New Civic Center Construction Geotechnical Investigation Services 401 Civic Center Drive Mobile, Alabama 36602
Project Number:	CC-034A-22

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith and as outlined in the Consultant's attached Fee Proposal dated March 13, 2024, for a sum not to exceed ONE HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($182,500.00).

1.1.2 The Consultant's services shall be as stated in the attached Technical Proposal dated March 13,2024.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

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

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is Volkert, Inc., as the Program Manager for the City of Mobile. The Owner's liaison with the Consultant is the Program Manager.

2.1.2 CONSULTANT IN CHARGE

Firm Name:	Geotechnical Engineering Testing, Inc.
Address:	904 Butler Drive, Mobile, Alabama 36693
Phone Number:	(251) 666-7197
Email address:	cdoyle@geoengr.com
Name:	Curt Doyle, P.E., Principal Engineer
License No.:	PE25733

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall provide professional engineering services for a Geotechnical Investigation as detailed in the Consultant's Technical Proposal and Fee Proposal. Deliverables shall be submitted in Electronic Digital Format files for all documents, tests, evaluations, and reports.

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

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in

the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 STANDARD OF PERFORMANCE
Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Fee Proposal dated December 11, 2023 in the form of monthly progress payment invoices.

4.1 INSURANCE
For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall be endorsed to name the City of Mobile as an additional insured,* and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability
Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/ or Maritime Coverage Endorsement shall be attached to the policy.

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 Each Accident
Bodily Injury by Disease $1,000,000 Policy Limit
Bodily Injury by Disease $1,000,000 Each Employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance
Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. $2,000,000 Products/Completed Operations aggregate

3. $1,000,000 Personal and Advertising Injury per person/organization

4. $2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

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

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least $2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects $0 - $1,000,000 $1,000,000/$2,000,000 annual aggregate

2. Projects over $1,000,000 to be determined by Owner

F. Certificates of Insurance

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

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B,

or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

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

J. Waiver of Subrogation

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

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

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile. OPTION- If the Self-Insured Retention (SIR) exceeds $10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Technical Proposal, and the Consultant's Fee Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant's Technical Proposal, dated March 13, 2024;
3. Consultant's Fee Proposal, dated March 13, 2024;
4. Certificate of Insurance with Endorsements;
5. State of Alabama Business Entity Record;
6. E-Verify Enrollment Documentation

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Real Estate and Asset Management Department, 205 Government Street, 4th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

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

B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

9.1 NON-ASSIGNMENT

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

10.1 FORCE MAJEURE

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

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

12.1 SEVERABILITY CLAUSE

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

13.1 NON-AGENCY CLAUSE

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Consultant in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Consultant. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Consultant shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONSULTANT: Geotechnical Engineering Testing, Inc.

Signature

Curt Doyle, P.E., Principal Engineer
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Curt Doyle as President of Geotechnical Engineering-Testing, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of corporation.
Sworn to and subscribed for me this 20 day of MARCH, 2024.

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

NOTARY PUBLIC
My Commission Expires:

My Commission Expires
August 16, 2026

ATTACHMENT A

Technical Proposal

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

March 13, 2024

City of Mobile c/o
Mr. Sam Matheny
Volkert Program Management
11 North Water Street, Suite 18290
Mobile, Alabama 36602

Sam.matheny@volkert.com

Re: Qualifications and Proposal to Provide Geotechnical Investigation and Design Services for the City of Mobile Civic Center Facility

Dear Mr. Matheny:

In response to the above reference Request for Proposal, Geotechnical Engineering-Testing, Inc. (GET) is pleased to submit our proposal in pdf format via email as specified. Our submittal package is prepared in accordance with the instructions provided in the Request for Proposal dated February 24, 2024, prepared by Volkert Program Management on behalf of the City of Mobile, Alabama. GET has also incorporated requested information in the *Outline Scope of Services for Geotechnical Investigation and Report* prepared by the structural engineer, Walter P. Moore and Associates, Inc., on March 6, 2024 into the proposed scope of work. As requested by Mr. Matheny, we have kept our response to this request brief and to the point and have attached additional supporting data for the selection committee.

Geotechnical Engineering-Testing, Inc. has been providing geotechnical and construction materials testing services in the Mobile area and along the Gulf Coast in similar soil conditions for large industrial and government clients since the firm's inception in 1974. The firm's philosophy has always been to focus on providing these services in a quality and timely manner. GET's professional and technician staff have been performing geotechnical engineering, testing services/Special Inspections on numerous projects similar in scope, size and magnitude across the region and for the City of Mobile including the adjacent City of Mobile Civic Center Parking Facility.

GET's project team will be led by the firm's president and principal engineer, Curt Doyle, P.E. Mr. Doyle is the geotechnical engineer of record for the Civic Center Parking Facility and is very knowledgeable about the soil conditions and the potential design requirements for the project. Mr. Doyle will be supported by other senior and staff level engineers in addition to the firm's experienced field and laboratory staff. Although only a small portion of the geotechnical services will be subcontracted for this project, attempts will be made to utilize a qualified DBE firm when possible.

GET looks forward to working with the project team on this project.

Should additional information be needed, please contact us.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.

Curt Doyle, P.E.
President, Principal Engineer

Attachments:

- Qualifications/Proposed Scope of Work
- GET Sample Projects
- GET Company Overview
- Resumes
- Boring Location Plan

GEOTECHNICAL ENGINEERING TESTING, INC.

City of Mobile Civic Center Geotechnical Investigations Qualifications and Proposal

Introduction and Familiarity with Project

Geotechnical Engineering-Testing, Inc. (GET) is a Mobile based engineering firm specializing in geotechnical engineering, construction materials testing and Special Inspections. The firm was incorporated in 1974 in the Port City. The firm has been providing services similar in scope and complexity on projects across the entire Gulf Coast region with an emphasis in Mobile County. A brief company overview has been attached.

Over the past 50 years the firm has developed continued working relationships with numerous public agencies such as the City of Mobile, Mobile County, the Alabama Department of Transportation, the Alabama State Port Authority, and the Mobile and Baldwin County Public School Systems. Over the firm's history, close working relationships have been developed with numerous architectural and engineering firms in the area including members of the project team such as Volkert, Goodwyn, Mills and Cawood and MBA Engineers, Inc.

GET has been the geotechnical engineer of record and testing firm for the City of Mobile on numerous projects since the company's inception. Several of the projects include the City's Civic Center Parking Facility, the existing downtown parking deck adjacent to the Renaissance Plaza Hotel, the City of Mobile Convention Center, Art Museum, the Regional Airport, and the Downtown Airport. GET has also performed the geotechnical engineering and associated testing for numerous projects near the project site including multiple projects for the Alabama State Port Authority, Benders Shipyard, the FBI Building, Airbus and projects across the Brookley Aeroplex complex. A list of GET sample projects has been attached.

GET has approximately 30 employees on staff, which includes four licensed professional engineers, each of whom has more than 30 years of experience, three graduate engineers and two geologists. The GET team is extremely experienced with complex foundation engineering systems in the local area and geology. The licensed engineers have compiled over 125 years of experience in these engineering disciplines. The experienced staff also includes more than 25 technicians with an average of about 20 years of experience with GET performing soil test borings, field testing, and laboratory testing of soils and construction materials. GET has the capabilities to perform soils explorations, physical laboratory testing of soils and other construction materials, engineering, and testing services with in-house personnel and equipment.

GET is the geotechnical engineer of record for the Civic Center Parking Facility and has performed other nearby geotechnical investigations and is extremely knowledgeable with the existing site soil conditions. GET is accustomed to mitigating the local soft compressible soils with various foundation options or a combination of site improvements with various foundation types. GET has extensive experience with the local soils as they relate to the various pile foundation options and their installation.

Proposed Team

Mr. Curt Doyle will be the principal engineer and primary point of contact for the GET team. Mr. Doyle has over 35 years of experience with GET and 30 years as an engineer and is the geotechnical engineer of record for the Civic Center Parking Facility. He will supervise and manage the soils explorations and laboratory testing phases of this project in addition to providing much of the engineering evaluations and development of the required geotechnical recommendations for this project. He will be supported by Mr. Hank Oakes, a senior geotechnical engineer, who has 38 years of experience with the firm. Most of the work performed by these senior engineers has been performed in similar soil conditions with similar structural loading along the Gulf Coast region.

It is intended that most of the work to be performed during the design phase of the project will be performed with GET's team of experienced in-house personnel and equipment. Chemical laboratory tests, field cone penetrometer testing (CPT) and underground utility locate services will be subcontracted during the course of the investigation. GET will attempt to find and utilize the services of disadvantaged business enterprises (DBE) to perform these tasks.

Brief resumes of Mr. Doyle and Mr. Oakes are included as an attachment to this proposal.

GET's laboratory is accredited through the AASHTO Materials Reference Laboratory program in soils, aggregates, concrete, asphalt and sprayed fire resistive materials. It maintains this accreditation through bi-annual inspections, annual inspections of its quality program and certifications and proficiency sample testing programs. The laboratory is located approximately 10 minutes from the project site and is generally staffed to provide testing services 7 days per week. The laboratory is well staffed and is capable of performing the required testing and reporting in a timely manner.

Project Description

Based upon a review of documents provided, we understand the new civic center building structure will have an approximate 150,000 square ft footprint and will be constructed primarily in the location of the existing theatre and a portion of the existing arena. We understand that the proposed structure will be a multi-story structure with a footprint of approximately 350 ft x 420 ft. The ground floor is to be constructed at grade above approximately 4 ft of fill soils although it is expected that the actual amount of fill soils will vary due to the varying ground elevations across the proposed footprint. The main structure will also have an elevated concourse and a third level for suites. There will be large roof spans with a structural steel frame system. We understand that some site retaining walls are to be expected as well as some smaller structures. The project will also include loading docks for the main facility as well as some surface parking and plazas.

Based upon preliminary information provided by the project structural engineer, Walter P. Moore and Associates, Inc., it is anticipated that maximum dead loads under the long span columns will be up to 900 kips, maximum uplift loads could be up to 400 kips and at brace frames, high shear loads are too be expected.

Site Geology

Based upon previous explorations and studies at the project site and in close proximity, the upper 15 to 25 ft of soils in the area are very loose sands. Layers of very soft clays and organic clay soils were encountered within this upper sand layer. It should be noted that the clay soils in the vicinity are highly compressible soils. Below the upper very loose sands and/or soft clays, firm to dense sands were generally encountered to about 90 ft below ground surface where stiff clay soils were encountered. This clay layer typically extends to about 110 ft below ground surface and is underlain by dense sand soils.

Project Plan of Approach- Methodology

We have reviewed the *Outline Scope of Services for Geotechnical Investigation and Report* prepared by the structural engineer on March 6, 2024. Based upon the information requested by the structural engineer and our experience at this project site and other projects of similar magnitude and local soil conditions, we have developed the following scope of work for this project.

Based upon the previous soils explorations and laboratory testing program performed by GET for the City of Mobile Civic Center Parking Facility, projects surrounding/adjacent to the property and the limitations to access the entire building footprint, we have developed a slightly modified soils explorations program for this project from that requested by the structural engineer. We anticipate that this field exploration program will be performed in two separate phases. The majority of the explorations will be performed during the Phase 1 Investigation (prior to the demolition of the existing structure). The soil borings and laboratory testing performed during this phase will be utilized to prepare the primary geotechnical report for the project. It is anticipated that some additional shallow borings and CPT testing will be performed after the demolition of the building during the Phase 2 Investigation. The results of these additional explorations will be included in an addendum and will address foundations of structures that are completely within the limits of the existing buildings and to refine the depth of the anticipated deep foundations. It is anticipated that some additional investigation, evaluations and recommendations will likely be required for minor ancillary structures not currently planned.

During the Phase 1 investigation, we propose to explore the subsurface soils at the project site by making soil test borings and performing physical laboratory soil mechanics tests on selected soil samples recovered from the boring operations. These soils explorations will be performed under the supervision of a licensed engineer with our firm.

For the Phase 1 Investigation, we propose to perform 25 soil borings for this project. GET personnel will stake these borings in the field using the plans provided. The final locations will be determined using a submeter GPS unit. GET will place a utility locate request through the Alabama 811 service but will also subcontract a firm to locate utilities with a ground penetrating radar (GPR) near proposed boring locations. The existing pavements and sidewalks will be cored in some locations to perform the soils explorations. These locations will be patched upon completion.

It is planned that 17 deep soil borings will be performed for the proposed building structure. The approximate location of the proposed borings have been shown on the attached Boring Location Plan. These soil borings will extend to depths of about 25 to 125 ft below ground surface. It is planned to perform four borings to a depth of about 125 ft, ten borings to a depth of 100 ft and three borings to a depth of 25 ft. Final depths of borings may be adjusted in the field based upon conditions encountered. Boreholes will be advanced using the rotary wash method with a bentonite slurry drilling fluid circulated through the boreholes to stabilize the walls and bottoms and to transport soil cuttings to the ground surface. Boring operations will be conducted in general accordance with standard procedures for boring and sampling soils.

During soils explorations, standard penetration tests will be performed, and split spoon soil samples will typically be collected continuously from the surface to a depth of 7.5 ft, at 2.5 ft intervals from 7.5 ft to 15 ft, and then at the standard 5 ft interval to the boring termination depths. This closer than the standard 5 ft sampling interval will better delineate the soil stratification and provide additional data for evaluation of the foundation soils. The better delineation of the surface soils can often provide cost savings to a project. Within soft or medium consistency cohesive soils, undisturbed tube samples with be collected between, or in lieu of, standard penetration test samples. After allowing time for it to stabilize, ground water depths will be measured within the boreholes and then the boreholes will be backfilled with soil cuttings. Temporary piezometers will be installed in 3 borings to allow GET personnel to make measurements over a period of several weeks to obtain delayed groundwater readings.

In addition to the borings for the building structure, 8 additional borings will be performed within the proposed drive or surface parking areas. The boring locations will be selected after further plan development. These soil borings will typically be performed to a depth of about 6 ft below ground surface using an approximate 3-inch diameter hand auger. Grab samples will be collected of the soils at each strata change.

The standard penetration test soil samples and grab samples will be field logged, retained in moisture-tight plastic bags, and, along with the sealed tube samples, transported to GET's laboratory for additional visual examination as a quality control measure and for laboratory testing. Logs of Boring will be prepared for these soil test borings.

We plan to perform chemical and physical laboratory soil mechanics tests on selected soil samples recovered from the borings. The number and types of these tests will depend on the apparent types and conditions of soils encountered by the borings. We anticipate that the physical laboratory tests will include moisture content, Atterberg limits, percent passing the # 200 sieve, grain size analysis, standard Proctor density, unconfined compression, triaxial strength tests, dry unit weight, one-

dimensional consolidation tests and specific gravity tests. The planned testing program will better define the areas of the project where differential settlement can negatively impact the slabs and foundations of the structure. We will subcontract the requested chemical analyses tests on soil and water samples to a chemical laboratory. These tests will be performed in general accordance with the applicable laboratory testing standards.

The exploration and laboratory testing results will be evaluated, engineering analyses will be made, and our opinions and geotechnical engineering recommendations will be formulated for the project. More specifically, we plan to make recommendations for site preparation and for design and construction of building foundations. We plan to evaluate the suitability of shallow, intermediate, or deep foundations to support various aspects of the project. Due to the upper loose sands/soft clays and the high column loads, it is expected that deep foundations will be required for a portion of the project. As part of our evaluations, we plan to evaluate various types of deep foundations to support the structure including driven concrete piles, driven steel pipe piles, driven steel taper piles, drilled displacement piles, continuous flight auger and drilled shafts. Estimated costs for each of these type systems will be obtained from contractors or other available data. As part of this evaluation, we will try to locate and contact firms that may meet the disadvantaged enterprise (DBE) criteria for the project. Based upon these evaluations and estimated costs, we will provide recommendations for the most suitable foundation type to support the structure with several alternates. It is anticipated that lightly loaded structures and possibly a portion of the main structure will be supported on shallow foundations. Recommendations for shallow foundations will be utilized where most appropriate.

Due to the anticipated soft compressible clay soils and the planned fill soils for the project, we will evaluate the total and differential settlement that may occur beneath the slabs and any shallow foundations due to the varying site grades and existence of the existing structure. The potential downdrag on the various types of deep foundation will be evaluated and the appropriate mitigation recommendations will be provided.

Furthermore, we plan to address all the items listed in the structural engineer's *Outline Scope of Services* that are applicable to the site that are not specifically listed above. For any proprietary type of foundation system that might be utilized on the project, the outline of a performance specification will be developed for the structural engineer or architect's use.

Other items that will be addressed in the report, will include evaluations and recommendations regarding the potential impacts to nearby structures that may be affected by construction vibrations and the impacts to construction and recommendations for mitigation due to the presence of existing deep foundations.

Upon the completion of the Phase 1 field explorations and laboratory testing program, a formal engineering report of our findings and recommendations will be prepared by the project engineer. This report will be submitted as a preliminary report. Upon receiving comments from the design team, the report will be finalized.

A Phase 2 field investigation program will be performed after the demolition of the existing structure. It is anticipated that this program will include approximately six additional 25 ft deep borings to provide recommendations for various ancillary structures. During this phase, we plan to perform 10 to 12 cone penetrometer tests to approximately 100 ft below ground surface to evaluate areas where the existing building is present and provide a more refined site profile in conjunction with the soil borings. A limited laboratory testing program will be performed as part of this phase of investigation. The information derived from this phase of investigation will be presented in an addendum to the original geotechnical report.

Phase 3 services to be provided by GET will include aiding the design team in the development of foundation related specifications. This phase of work will include the review of foundation contract documents including the foundation drawings and related details, General Notes on the Structural Drawings pertaining to the foundations, and all specification sections pertaining to the foundation. This review of the final construction documents is to verify that the intent of the final geotechnical report is incorporated into the final design. A brief report will be prepared detailing the results of the contract document review.

Phase 4 services will include preparing a specification for a permanent dewatering system. These services will be performed only if required by the project design requirements and groundwater conditions. These services would include recommendations regarding the need for a permanent dewatering system and the preparation of project specifications regarding such.

Our professional services for this project will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

Quality Assurance / Quality Control

Outlined below are GET's general methods, procedures, and processes to ensure quality control.

General Activities: Quality Control (QC) is an integral program at Geotechnical Engineering-Testing, Inc. (GET) designed to ensure delivery of consistent, high-quality work activities conforming to the project requirements of our client. The program is applicable to all GET personnel and to GET direct subconsultants/contractors as it is implemented throughout all aspects and levels of the company's services. Project personnel will ensure the highest level of attention to quality control and quality assurance. Standard Operating Procedures are in place that addresses the many facets of the geotechnical engineering, soils explorations, laboratory testing and materials testing services we provide; the SOP includes specific techniques, corrective action, interface and communications systems, and documents and reports.

Administrative: The project manager/engineer tracks the program elements of each project to ensure that the overall administrative function is well organized. Project manager/engineers are responsible for ensuring that all safety and incident reports are appropriately recorded and processed. Typical project records to be maintained include, as appropriate, field notes/documentation forms; original laboratory results; notifications and permits; client correspondence; OSHA Accident and Injury Logs; site specific health and safety plans.

Data Collection: Sampling, measuring and test equipment are controlled through calibration and maintenance, which determine precision and accuracy limits. Calibration is conducted using certified equipment and/or standards with known valid relationships to recognized performance standards. Documentation of calibration is maintained and is traceable to the instrument. Periodic preventive and corrective maintenance measurement of test equipment is performed based on experience, reference procedures, manufacturer's recommendations and ASTM and/or AASHTO guidelines.

Quality Control Project Plans: Project management develops a site-specific work plan, field sample plan, and a data management plan. A health and safety plan (HASP) is developed by the assigned health and safety officer with the project manager in accordance with GET Employee Health and Safety Policy Manual. A site-specific QC Project Plan (QCPP) is developed by the project manager and assigned QC officer.

Sampling Data Validation: Data validation is performed in accordance with project requirements. A data review report presenting validated results certifies the application of the data for the subject investigation.

Report Review: Following data validation, report preparation is achieved by adhering to in-house protocols, the client's protocols or an industry standard such as ASTM/AASHTO. Following compilation, all reports will be subjected initially to an administrative review, a peer review and/or QC officer for technical accuracy and content, and finally by the program manager/engineer prior to submittal, in draft or final form, to the client.

Corrective Action: A strategy for initiating corrective action when process or procedural errors occur has been developed. It includes maintaining communications with all team members affected by the error, immediately remedying obvious errors, carefully examining the procedure(s) to determine the real cause of the problem, documenting the solution, and communicating solutions, process changes and monitoring the corrected process to ensure proper functioning. This strategy has been successfully employed to continuously improve the project process.

Subconsultant laboratories are subject to the QA/QC controls as specified in their various accreditation procedures.

The project manager/engineer has primary responsibility for the implementation of QC plans and procedures for the project. He will ensure that such plans and procedures are consistently and effectively applied. He is responsible for daily management of QC procedures and their application to specific delivery order activities.

GEOTECHNICAL ENGINEERING TESTING, INC.

City of Mobile Projects

Convention Center
Civic Center Parking Facility
Riverfront Redevelopment
Mobile Airport Authority Brookley Airport Relocation Roads and Bridge
Museum of Art
Downtown Parking Garage at the Renaissance Hotel
Mobile Police Department Mounted Unit Facility
Public Safety Complex 8400 Airport Blvd.
Mobile Regional Airport and Subsequent Expansions
West Regional Library
Toulminville Library
Michigan Avenue Bridge
Gulf Coast Passenger Rail Station
Numerous Parks and Recreation Facilities
Numerous City Streets and Drainage Projects
Fire Station 17
Additions to Fire Station 9

Sampling of GET Projects for Established Clients

University of South Alabama New College of Medicine
University of South Alabama Simulation Laboratory
University of South Alabama Womens' and Children Hospital Expansion
University of South Alabama Free Standing Emergency Room
University of South Alabama Physicians' Office Building
Alabama State Port Authority Choctaw Point Container Terminal and APM Terminals
Alabama State Port Authority Garrows Bend Intermodal Container Transfer Facility
Gulf Distributing Expansion on Beauregard Street
Berg Steel Pipe Plant – Entire Plant Design and Construction
American Red Cross – Regional Facility
FBI Headquarters
Airbus Final Assembly Line – Enabling Works Package
MAAS Paint Shop at the Brookley Aeroplex
AIDT Aviation Education Center at the Brookley Aeroplex
BBE II Baldwin Beach Express North from I-10 to I-65
ALDOT I-65 Widening in Shelby County
Spring Hill College Burke Hall Library
Mobile Infirmary Physicians' Office Building
Vista Bella Condominiums in Orange Beach, AL
Poarch Band Creek Indians Health Clinic and Assisted Living Facility Atmore, AL

GEOTECHNICAL ENGINEERING TESTING, INC.

Geotechnical Engineering Testing, Inc. (GET) is a privately held civil engineering firm that specializes in geotechnical engineering, construction materials testing, Special Inspections and infrastructure / pavement management. Founded by Lynn C. Doyle, the company was incorporated in 1974 as an Alabama corporation, providing quality geotechnical engineering and construction materials testing services to government entities, industry, and architectural/civil engineering firms. Projects range from small commercial buildings or local roads to very large industrial projects, port facilities, high-rise buildings, infrastructure projects, water and wastewater treatment projects and interstate highways along the Gulf Coast and across the southeast.

The organization employs approximately 30 employees, which includes four licensed professional engineers and three graduate engineers and two geologists. The GET team is extremely experienced with complex foundation engineering systems, construction materials testing and Special Inspections. The licensed engineers have compiled over one hundred years of experience in these engineering disciplines.

FIELD EXPLORATIONS

GET provides numerous field exploration options to evaluate subsurface geologic conditions. These field explorations are performed by engineers, geologists, engineering technicians, and core boring specialists qualified through education, training, and experience.

GET is adequately equipped and operates its own equipment to provide the services listed above. Soil borings may be performed with one of three core boring rigs, depending on the site conditions and borehole requirements. The rigs include truck mounted, all terrain vehicle mounted, barge mounted, and hand carried equipment. Rotary wash, solid stem auger, and hollow stem auger methods may be used to advance the boreholes.

GEOTECHNICAL LABORATORY TESTING

GET is staffed and equipped with a complete geotechnical laboratory for performing physical characteristics tests on soil and rock samples. Specialized equipment includes consolidometers for consolidation testing and triaxial cells for backpressure saturation of samples for hydraulic conductivity determination and for shear strength testing. Test results are presented by computer generated reports. GET's laboratory is accredited through AASHTO Resource in soils, aggregates, concrete, asphalt and sprayed fire resistive materials.

CONSTRUCTION MATERIALS TESTING

GET provides Quality Control/Quality Assurance (QC/QA) observations and testing during the construction phase of projects. These services are generally performed by technicians qualified through both training and experience who work under the direction of a professional engineer. Most of GET's technicians have over 20 years of experience with the firm. The technicians are certified by various agencies (e.g. ICC, ACI, ALDOT, et cetera) to perform particular tests and have received appropriate safety training such as OSHA and Radiation safety.

PROFESSIONAL ENGINEERING EVALUATIONS

The results of field and laboratory tests are analyzed and evaluated by the project engineer and geotechnical recommendations are formulated for the project. A formal engineering report is usually rendered which presents the recommendations along with results of tests, analyses, and evaluations. The GET staff is available for consultation through the initial planning to the final acceptance of the project. All professional services are performed, findings obtained, and recommendations prepared in accordance with established and recognized professional engineering principles and practices. GET's engineers are available during construction to review test reports and provide consultation.

GEOTECHNICAL ENGINEERING TESTING, INC.

CURT DOYLE, P.E.
President & Principal Geotechnical Engineer

Professional Qualifications/Licensures and Affiliations

- Professional Engineer – Alabama License #25733
- American Society of Civil Engineers (ASCE)
- National Society of Professional Engineers (NSPE)
- American Concrete Institute (ACI)

Brief Biography

Curt Doyle has over 30 years of experience working for industry, government, construction and consulting engineering firms specializing in geotechnical engineering-testing and construction materials engineering-testing services. He has been the project foundation and materials engineer responsible for the planning and/or the supervision of exploration programs and engineering studies for numerous projects in the southeast United States. Projects include major interstate and highways, port/waterfront facilities, industrial plants, railroads, airports, single and multi-story structures. He is familiar with the geotechnical engineering, testing requirements and the design guidelines of USACE, FHWA, FAA, ALDOT, and Federal funded projects.

Representative Projects

- Principal geotechnical engineer responsible for the City of Mobile Civic Center Parking Deck in Mobile, Alabama
- Principal geotechnical engineer for the City of Mobile Riverfront Redevelopment in Mobile, Alabama
- Principal geotechnical engineer for the University of South Alabama College of Medicine in Mobile, Alabama
- Principal geotechnical engineer for the Mobile Airport Authority Brookley Airport Relocation Roads and Bridge at the Brookley Aeroplex in Mobile, Alabama
- Principal geotechnical engineer for the City of Mobile Police Department Mounted Unit Facility in Mobile, Alabama
- Principal geotechnical engineer for the City of Mobile Fire Training Facility in Mobile, Alabama
- Principal geotechnical engineer for the University of South Alabama Physician's Office Building near the University's campus in Mobile, Alabama
- Principal geotechnical engineer for the University of South Alabama Free Standing Emergency Building near the University's campus in Mobile, Alabama
- Principal geotechnical engineer for the Alabama State Port Authority (ASPA) Garrows Bend Intermodal Container Transfer Facility (ICTF) Phase I in Mobile, Alabama
- Project geotechnical engineer for the ASPA Choctaw Point Container Terminal Land Reclamation, Site Stabilization and Stage 1 and 2 Wharf in Mobile, Alabama
- Principal geotechnical engineer for the ASPA Connector Bridge/Road Between the Choctaw Point Container Terminal and the Garrows Bend ICTF in Mobile, Alabama
- Principal geotechnical engineer for the Port of Mobile Logistics Park Site in Mobile, Alabama

GEOTECHNICAL ENGINEERING TESTING, INC.

HANK M. OAKES, P.E.
Senior Geotechnical Engineer

Professional Qualifications/Licensures and Affiliations

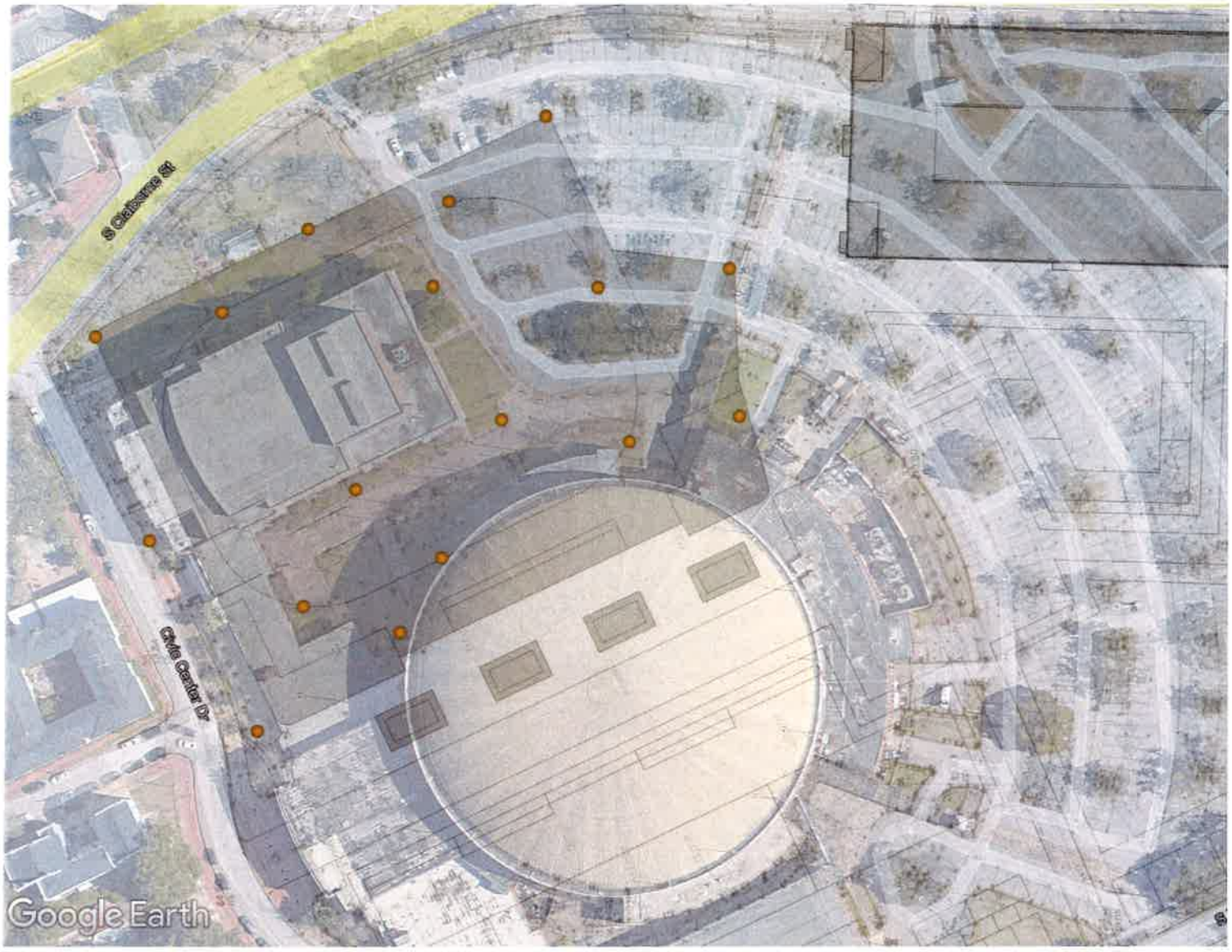
- B.A. Math Education, Harding College
- B.S. Civil Engineering, University of South Alabama
- Practicing Geotechnical Engineering since 1985
- Professional Engineer: Alabama No.19576, Mississippi No.15971, Florida No. 86758

Brief Biography

Mr. Oakes has over 38 years of experience as a practicing geotechnical engineer county wide in Mobile County as well as across the Gulf Coast region. He performs geotechnical studies for small to large projects for private, commercial, government, and industrial clients. Along with typical site preparation and foundation bearing capacity evaluations, he regularly performs settlement analyses (due to consolidation of soft soils), slope stability analyses, bulkhead analyses, retaining wall analyses (global stability), and analyses to estimate capacities of deep foundations. Mr. Oakes has been the geotechnical engineer of record on numerous studies and provided formal reports for infrastructure projects including water and wastewater treatment facilities, educational facilities, waterfront/port structures, private development projects, parks and recreational facilities and roadway projects across the southeast.

Representative Projects

- Senior geotechnical engineer for the Thomas Hospital Patient Tower and Parking Deck in Fairhope, Alabama
- Senior geotechnical engineer for the City of Mobile Art Museum in Mobile, Alabama
- Senior geotechnical engineer for the City of Mobile Public Safety Complex on Airport Boulevard in Mobile, Alabama
- Senior geotechnical engineer for the City of Mobile West Regional Library in Mobile, Alabama
- Senior geotechnical engineer for the Flight Works Alabama (AIDT) Aviation Training Facility at the Brookley Aeroplex in Mobile, Alabama
- Senior geotechnical engineer for the East Parking Garage Expansion at Mobile Infirmary in Mobile, AL
- Senior geotechnical engineer for the Flight Simulator Building at the US Coast Aviation Training Center in Mobile, Alabama
- Senior geotechnical engineer for the APM Terminals located at the Alabama State Docks in Mobile, Alabama
- Senior geotechnical engineer for the USA Women's and Children Pediatric Emergency Department in Mobile, Alabama
- Senior geotechnical engineer for the Simulation Lab at the University of South Alabama in Mobile, Alabama
- Senior geotechnical engineer for the OR and PACU Addition at University Hospital in Mobile, Alabama
- Principal geotechnical engineer for the Emergency Department Addition at USA Children's and Women's Hospital in Mobile, Alabama


S Cedars St
Civic Center Dr
Google Earth

ATTACHMENT B

Fee Proposal

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

March 13, 2024

City of Mobile c/o
Mr. Sam Matheny
Volkert Program Management
11 North Water Street, Suite 18290
Mobile, Alabama 36602

Sam.matheny@volkert.com

Re: Proposed Fees to Provide Geotechnical Investigation and Design Services for the City of Mobile Civic Center Facility

Dear Mr. Matheny:

In response to the above reference Request for Proposal, Geotechnical Engineering-Testing, Inc. (GET) is pleased to submit our proposed fees in pdf format via email as specified in the Request for Proposal dated February 24, 2024, prepared by Volkert Program Management on behalf of the City of Mobile, Alabama and in discussions with you. Our fees for the project will be separated into the following four phases. At this time of the project design, it is not known whether the Phase 4 services will be required.

It is our understanding that the selection for the geotechnical services on this project will be performed in accordance with the Code of Alabama for Professional regarding Qualification Based Selection.

Should we be selected our estimated fees for the project have been divided into the following categories:

Phase 1 - Explorations & Report:	$130,000.00
Phase 2 - Explorations and Report Addendum:	$30,000.00
Phase 3 - Specification Development & Contract Document Review:	$10,000.00
Phase 4 - Specification for Permanent Dewatering System (If Required):	$12,500.00

Additional services can be provided based upon our standard Schedule of Unit Fees.

Should additional information be needed, please contact us.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.

Curt Doyle, P.E.
President, Principal Engineer

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CV CTR PROJ MGMT/SITE DESIGN/UTI RE

CAPITAL PROJECT # C0865 **DATE OF RECEIPT** 3-20-24

DEPT. PROJECT # CC-034A-22

PROJECT DESCRIPTION Geotech investigation/materials testing services to support the design of new construction of Civic Center

CONTRACT AMOUNT $ 182,500.00

VENDOR NAME Geotechnical Engineering Testing, Inc.

VENDOR NUMBER 72600

DEPT # 3032 **DEPT NAME** Architechtural Engineering

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Rhonda Lewis/Carleen Stout-Clark **Date** 3/20/24

Revised 5/16/2022 Tiffany Hollins

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602
www.volkert.com

February 28, 2024

Subject: Request for Proposal (RFP) for City of Mobile Civic Center Geotechnical Investigation.

On behalf of the City of Mobile, Volkert as the Program Manager, is requesting a proposal for providing a Geotechnical Investigation for the construction of a new City of Mobile Civic Center. The basic services will include usual and customary soil borings, soil analysis, and Geotechnical Investigation Report with foundation recommendations.

Attached to this RFP are the following documents for the Consultants use in preparing their proposal.

A. A concept site plan showing the proposed location of the new Civic Center in relation to the existing Civic Center.

B. Concept floor plans and cross section for new Civic Center.

C. Structural Design Drawings for the current Civic Center.

The Consultant's proposal shall include a proposed scope of work with proposed boring location drawings that can be provided to the Architect for review and comment.

The Consultant shall provide a separate fee proposal for evaluation by the City of Mobile.

Respondent acknowledges and accepts that any costs incurred from the respondent's participation in the RFP shall be at the sole risk and responsibility of the respondent.

The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Consultants and Contractors comply with the Equal Employment Opportunity laws and encourages and supports the utilization of Minority Business Enterprises and compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

Questions should be submitted electronically to Sam Matheny at sam.matheny@volkert.com no later than 5 March 2024.

Proposals should be submitted electronically to Sam Matheny at sam.matheny@volkert.com no later than 5pm Central time 13 March 2024.

Sincerely,

Sam Matheny

Sam Matheny

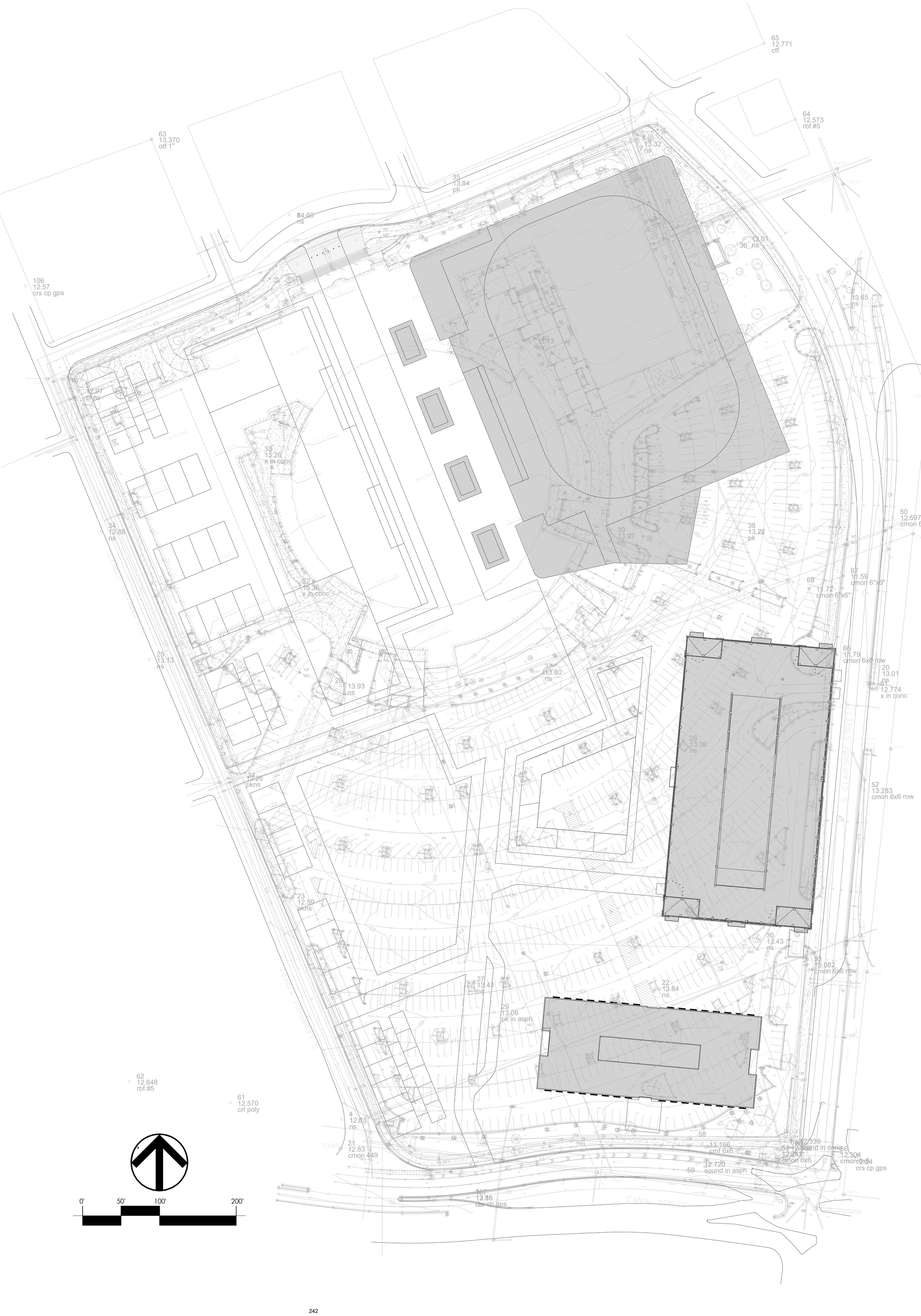
Program Manager

Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

ATTACHMENT A

Concept site plan showing the proposed location of the new Civic Center in relation to the existing Civic Center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13.370
otf 1"
64.60
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35
13.84
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65
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ctf
64
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rbf #5
S. CLAIBORNE STREET
13.32
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106
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cmon 6
39
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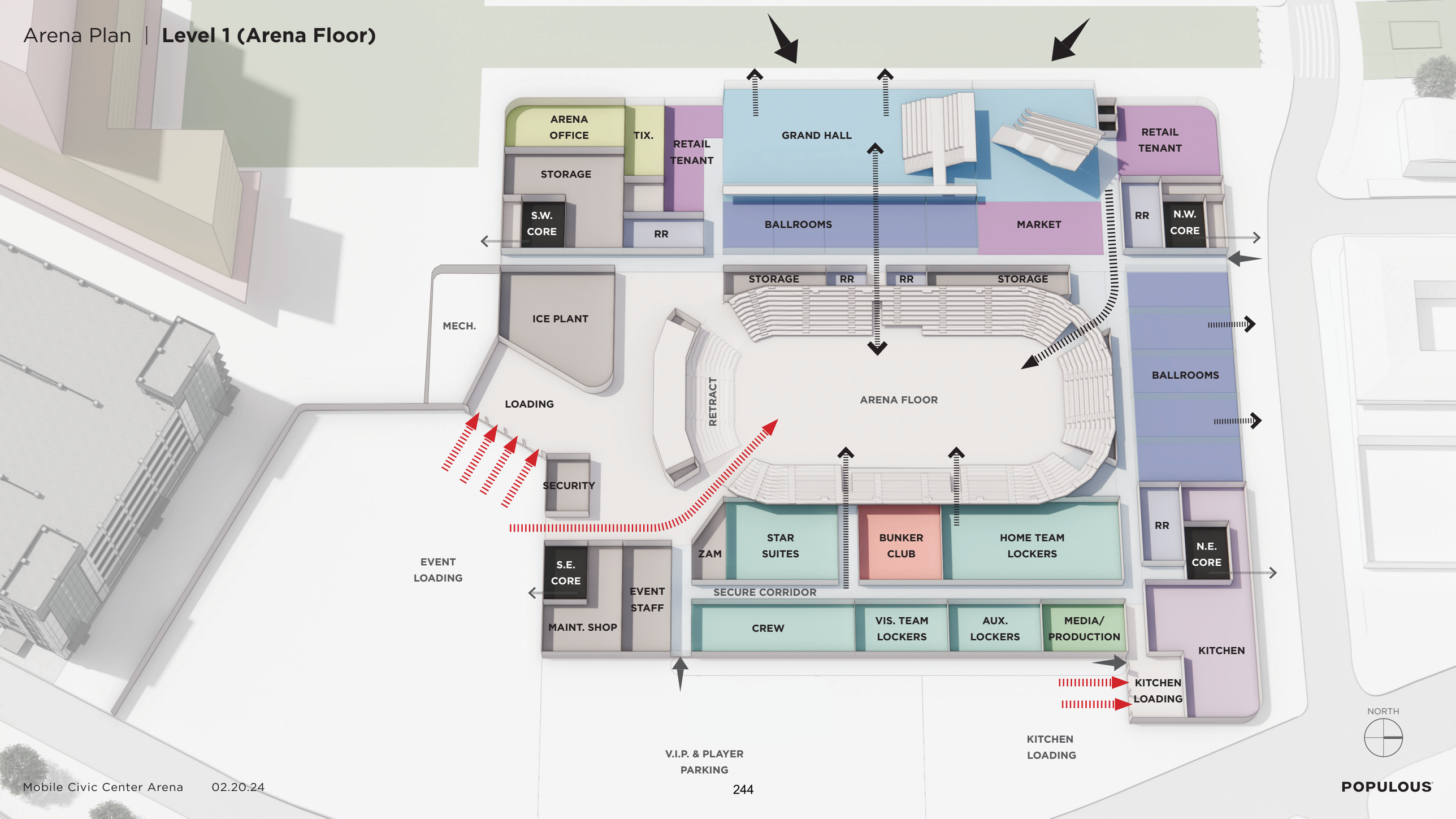
38
13.22
pk
67
11.59
cmon 6"x6"
68
11.72
cmon 6"x6"
25
13.13
ns
26
13.93
ns
37
13.80
ns
28
13.36
ns
66
11.79
cmon 6x6 row
20
13.01
ns
51
12.774
x in conc
52
13.283
cmon 6x6 row
24
13.26
pkns
23
12.59
pkns
30
13.43
ns
53
13.082
cmon 6x6 row
27
13.43
ns
22
13.84
ns
29
13.06
pk in asph
62
12.648
rbf #5
61
12.570
crf poly
4
12.83
ns
21
12.83
cmon 449
58
13.166
cmf 6x6
59
sound in asph
12.720
CANAL STREET
0'
50'
100'
200'

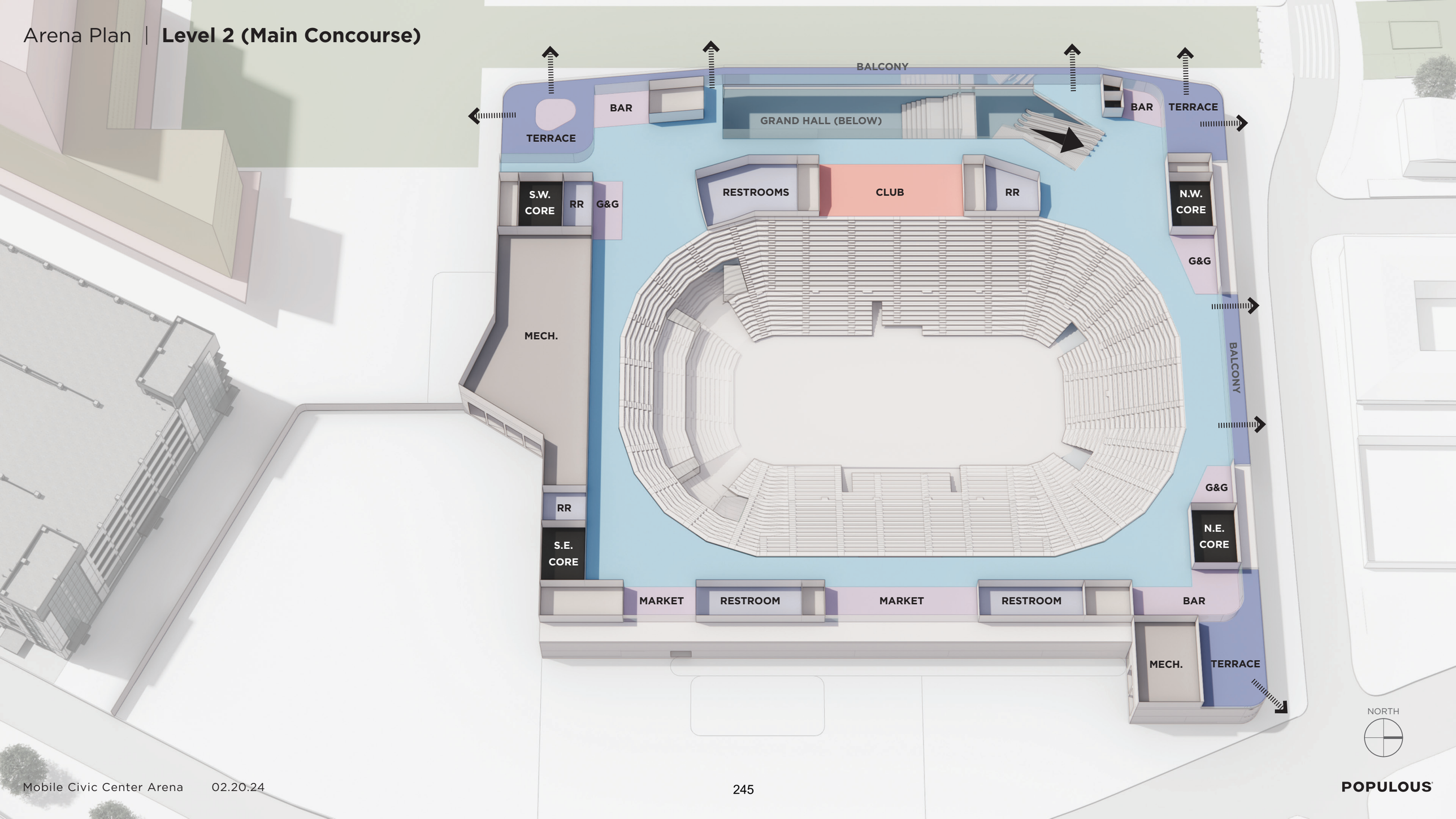
ATTACHMENT B

Concept floor plans and cross section for new Civic Center

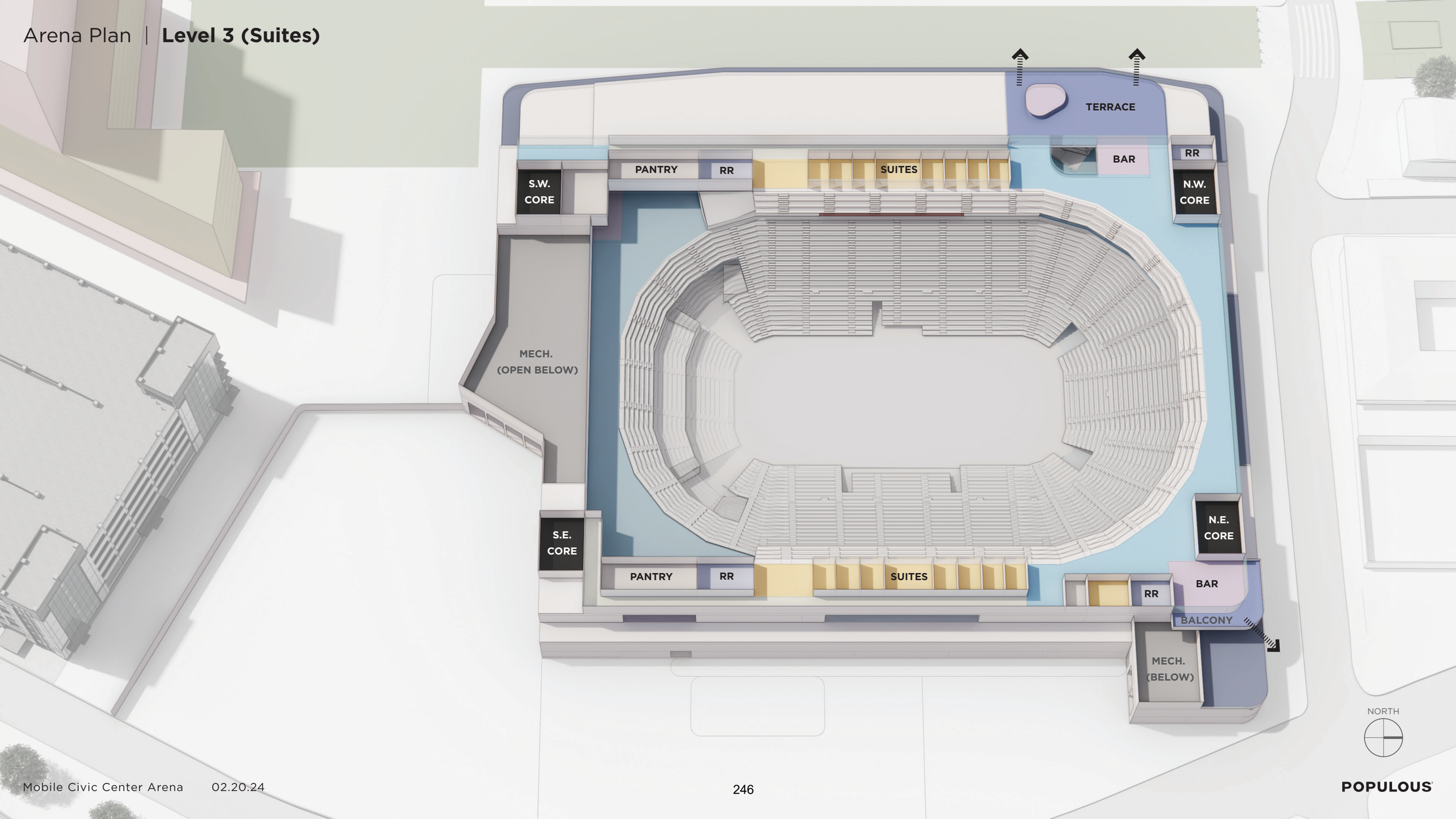
Arena Plan | **Level 1 (Arena Floor)**



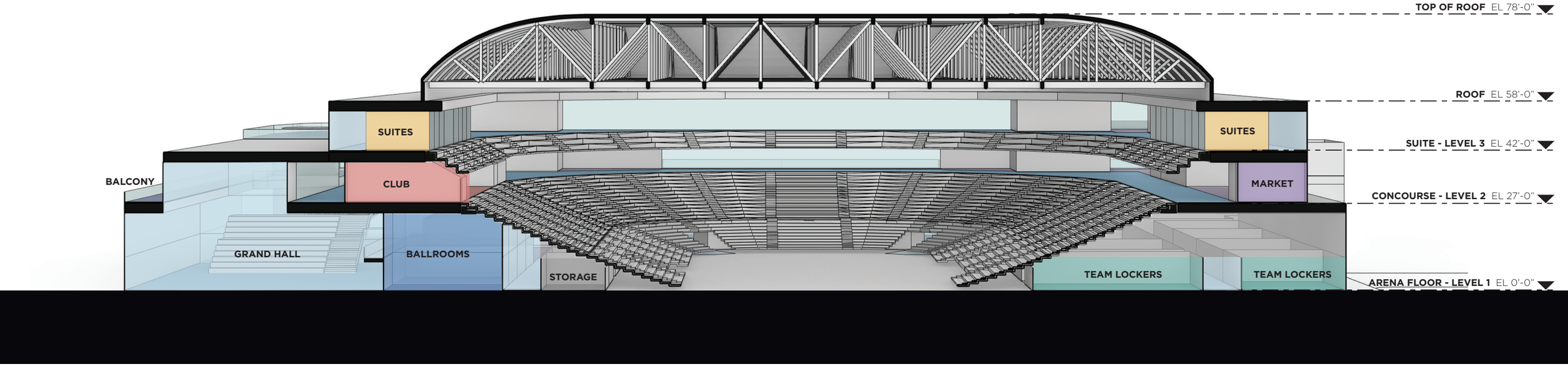
Arena Plan | **Level 2 (Main Concourse)**



Arena Plan | **Level 3 (Suites)**



Arena Section | **Transverse Section Looking North**



ATTACHMENT C

Structural Design Drawings for the current Civic Center

DRAWING INDEX

ARCHITECTURAL

	NO.	TITLE
SITE	——	Title Sheet
	——	Drawing Index
AUDITORIUM	A-A-1	Arena - Floor Plan and Legend of Areas
	A-A-2	Concourse - Floor Plan and Legend of Areas
	A-A-3	Balcony - Floor Plan and Legend of Areas
	A-A-4	Exterior Elevations - North, Front and West Side
	A-A-5	Main Entrance Elevation
	A-A-6	West Wing Front Elevation
	A-A-7	Main Lobby and Northwest Wing Plan
	A-A-8	Exhibit and Office - Northeast Wing Plan
	A-A-9	Mezzanine and Northwest Roof Plan
	A-A-10	Mezzanine and Northeast Roof - Plan and Details
	A-A-11	Northwest Quadrant - Arena Plan
	A-A-12	Northeast Quadrant - Arena Plan
	A-A-13	Southwest Quadrant - Arena Plan
	A-A-14	Southeast Quadrant - Arena Plan
	A-A-15	Northwest Quadrant - Concourse Plan
	A-A-16	Northeast Quadrant - Concourse Plan
	A-A-17	Southwest Quadrant - Concourse Plan
	A-A-18	Southeast Quadrant - Concourse Plan
	A-A-19	Northwest Quadrant - Balcony Plan
	A-A-20	Northeast Quadrant - Balcony Plan
	A-A-21	Southwest Quadrant - Balcony Plan
	A-A-22	Southeast Quadrant - Balcony Plan
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	A-A-24	Spider Assembly and Details
	A-A-25	Section and Elevation Thru Southeast Quadrant
	A-A-26	Section and Details of Main Lobby and Mezzanine
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	A-A-28	Details of Stair - "D-E-L-M"
	A-A-29	Details of Stair - "C-N"
	A-A-30	Details of Stair - "F-K"
	A-A-31	Details of Stair - "G-J"
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	A-A-33	Finish Schedule - Sheet 2
	A-A-34	Finish Schedule - Sheet 3
	A-A-35	Finish Schedule - Sheet 4
	A-A-36	Finish Schedule - Sheet 5
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	A-A-38	Door Details
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	T-A-7	Balcony and Mezzanine - 2nd Floor
	T-A-8	Projection Room and 3rd Floor Plan
	T-A-9	Chorus Rooms and Upper Part of Shops - 2nd Floor
	T-A-10	Chorus Toilets 2nd Floor and Details
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	T-A-13	Section Thru Stage and Shops
	T-A-14	Cross Sections Orchestra Looking Forward and Back
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	T-A-17	Main Lounge Floor Layout - Stair and Miscellaneous Details
	T-A-18	Details of Orchestra
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	T-A-23	Door Schedule - Sheet 2 of 2 and Miscellaneous Details
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STRUCTURAL

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	G-S-3	Property Plan
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	A-S-3	Ground Floor Slab and Footings - Southwest Quadrant Arena
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	A-S-5	Ground Floor Slab and Footings - Main Lobby and Northwest Wing
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	A-S-7	Arena and Rink Slab and Tunnel Details
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	A-S-10	Second Floor Framing at El. 33'-6" - Sheet 3 of 5
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	A-S-21	Radial Frames - R2, R3, R5-R9, R11-R13, R24-R26, R28-R32, R34 & R35
	A-S-22	Radial Frames - R4, R10, R14½, R15½, R21½, R22½, R27 & R33
	A-S-23	Radial Frames - R14, R15, R22 & R23
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	A-S-25	Utility Tunnel Details
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	A-S-27	Structural Steel - Arena Roof Details - Sheet 1 of 2
	A-S-28	Structural Steel - Arena Roof Details - Sheet 2 of 2
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	A-S-30	Structural Steel - Arena Ceiling - Catwalks and Platforms - Sheet 2 of 5
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	A-S-34	Structural Steel Framing - Columns and Base Plates - Details
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	A-S-36	Structural Steel Framing - Mezzanine and Northeast Wing Roof
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	T-S-4	Orchestra Pit Details
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	T-S-7	Ground Floor Slab - Sheet 3 of 4
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	T-S-11	Floor and Roof Slabs at El. 37'-8½", El. 49'-8½" and El. 57'-10"
	T-S-12	Roof Slabs at El. 70'-4", El. 79'-10⅜" and El. 94'-8½"
	T-S-13	Anchor Bolt and Column Location Plan
	T-S-14	Column Schedule
	T-S-15	Framing Plan at El. 25'-8½", El. 30'-6" and El. 32'-0"
	T-S-16	Framing Plan at El. 37'-8½" and El. 42'-6"
	T-S-17	Balcony Framing
	T-S-18	Balcony Truss Details
	T-S-19	Framing Plan at El. 49'-8½" and El. 57'-10"
	T-S-20	Framing Plan at El. 70'-4", El. 79'-10⅜" and El. 94'-8½"
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	T-S-22	Stage Gridiron
	T-S-23	Elevations - Longitudinal Framing
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	T-S-25	Elevations - Transverse Framing - Sheet 2 of 2
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	A-M-3	Air Conditioning - Main Floor - Northeast Quadrant
	A-M-4	Air Conditioning - Main Floor - Northwest Quadrant
	A-M-5	Air Conditioning - Main Floor - Southwest Quadrant
	A-M-6	Air Conditioning - East Exhibit - Promenade and Main Lobby
	A-M-7	Air Conditioning - West Exhibit - Promenade and Main Lobby
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	A-M-10	Air Conditioning - Concourse - Northwest Quadrant
	A-M-11	Air Conditioning - Concourse - Southwest Quadrant
	A-M-12	Air Conditioning - Concourse - Main Lobby
	A-M-13	Air Conditioning - Arena and Balcony - Southeast Quadrant
	A-M-14	Air Conditioning - Arena and Balcony - Northeast Quadrant
	A-M-15	Air Conditioning - Arena and Balcony - Northwest Quadrant
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	A-M-17	Air Conditioning - Arena and Balcony - Sections
	A-M-18	Air Conditioning - Balcony Plan
	A-M-19	Air Conditioning Piping - Above Main Floor
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	A-M-22	Machinery Room - Plan - Main Floor
	A-M-23	Machinery Room - Pump Platform Plans
	A-M-24	Machinery Room - Sections - Sheet No. 1
	A-M-25	Machinery Room - Sections - Sheet No. 2
	A-M-26	Cooling Towers
	A-M-27	Main Piping Diagram and Refrigerant Flow Data
	A-M-28	Heat Pump Refrigerant Piping - Isometric
	A-M-29	Air Conditioning - Details
	A-M-30	Air Conditioning Units - Schedule
	A-M-31	Air Conditioning - Equipment Schedule
	A-M-32	Air Conditioning Units - Control Diagram
	A-M-33	Air Conditioning - Control Diagrams and Panel
	A-M-34	Air Conditioning - Control Panel
	A-M-35	Heat Pump - Pneumatic - Electric Control Diagrams
	A-M-36	Piping Support Details - Above Concourse Ceiling
	A-M-37	Piping Diagrams and Details
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	A-M-39	Ice Rink - Sections and Details
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	T-M-4	Air Conditioning - Third Floor Plan
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	T-M-6	Air Conditioning - Centerline Section
	T-M-7	Air Conditioning - Sections and Details
	T-M-8	Air Conditioning Piping
	T-M-9	Theater Utilities Tunnel

PLUMBING

	NO.	TITLE
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	A-P-3	Foundation Plan - Northwest Quadrant
	A-P-4	Foundation Plan - Northeast Quadrant
	A-P-5	Foundation Plan - Southeast Quadrant
	A-P-6	Foundation Plan - East Exhibit Promenade and Main Lobby
	A-P-7	Foundation Plan - West Exhibit Promenade and Main Lobby
	A-P-8	Main Floor - Plan - Southwest Quadrant
	A-P-9	Main Floor - Plan - Northwest Quadrant
	A-P-10	Main Floor - Plan - Northeast Quadrant
	A-P-11	Main Floor - Plan - Southeast Quadrant
	A-P-12	Main Floor - Plan - East Exhibit and Main Lobby
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	A-P-15	Concourse and Part Balcony Floors - Plan - Northwest Quadrant
	A-P-16	Concourse and Part Balcony Floors - Plan - Northeast Quadrant
	A-P-17	Concourse and Part Balcony Floors - Plan - Southeast Quadrant
	A-P-18	Main Lobby - Plan - Concourse Floor
	A-P-19	Roof Plan - Southwest Quadrant
	A-P-20	Roof Plan - Northwest Quadrant
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ELECTRICAL

	NO.	TITLE
SITE		
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CITY OF MOBILE
MOBILE, ALABAMA

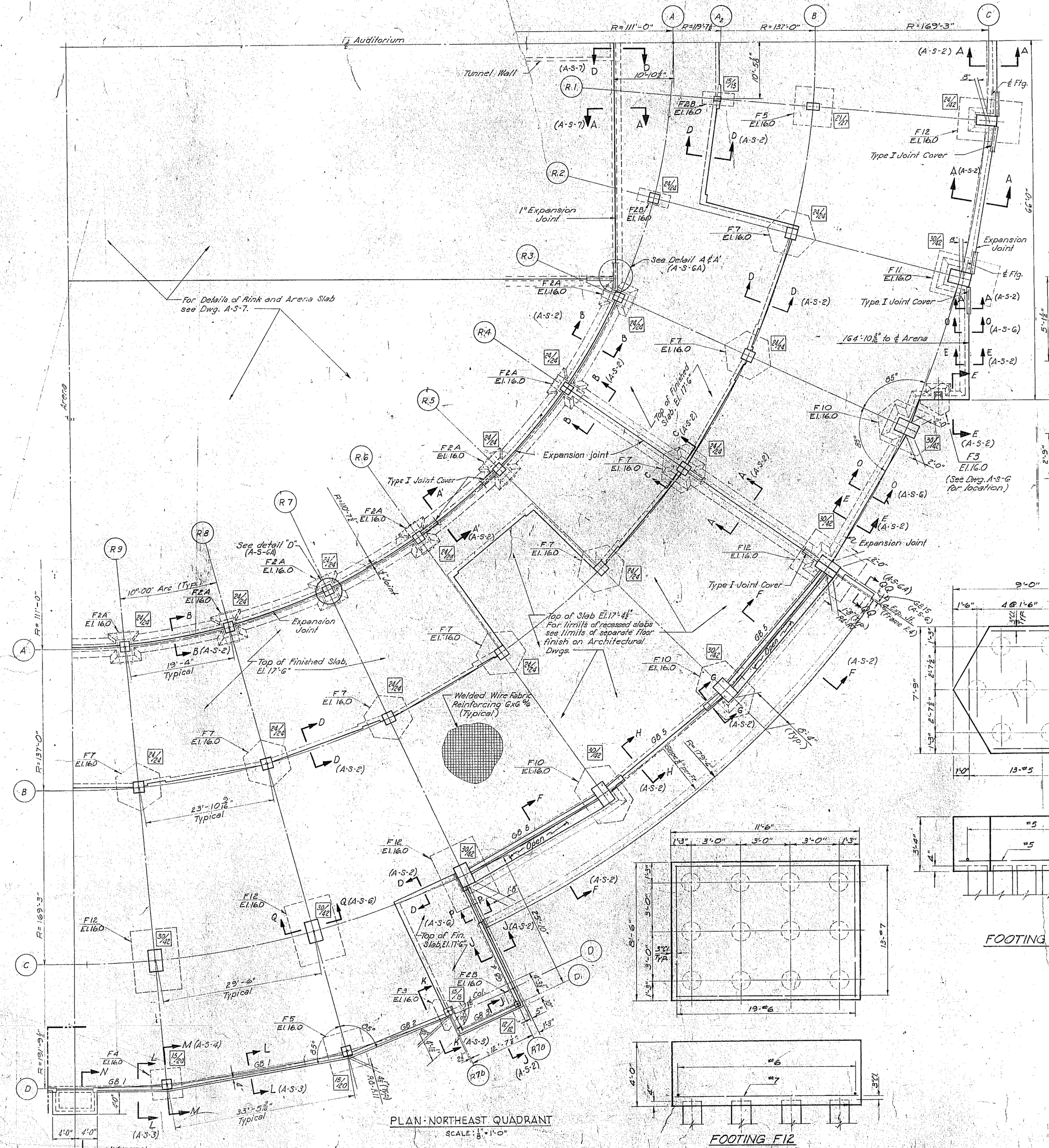
MUNICIPAL AUDITORIUM AND THEATER

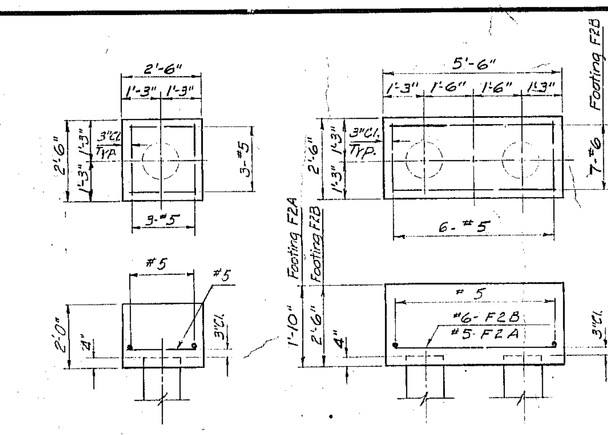
DRAWING INDEX

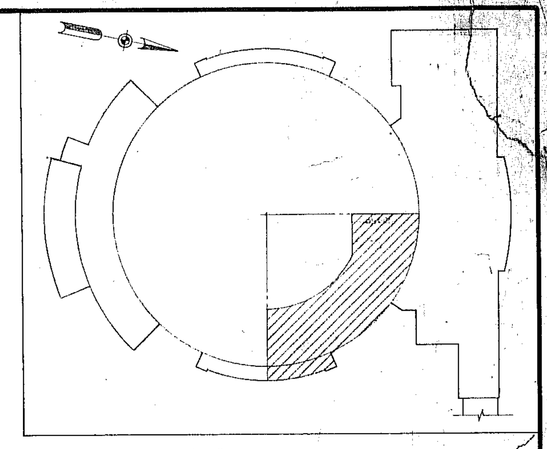
PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL, ECUADOR

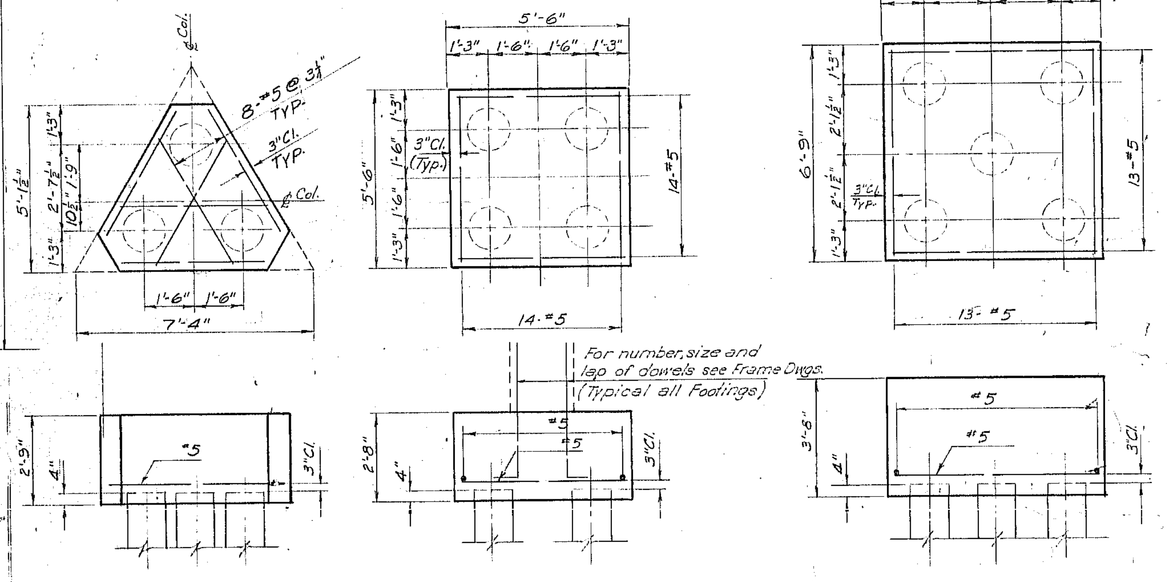
DATE	DESCRIPTION	BY
	REVISIONS	

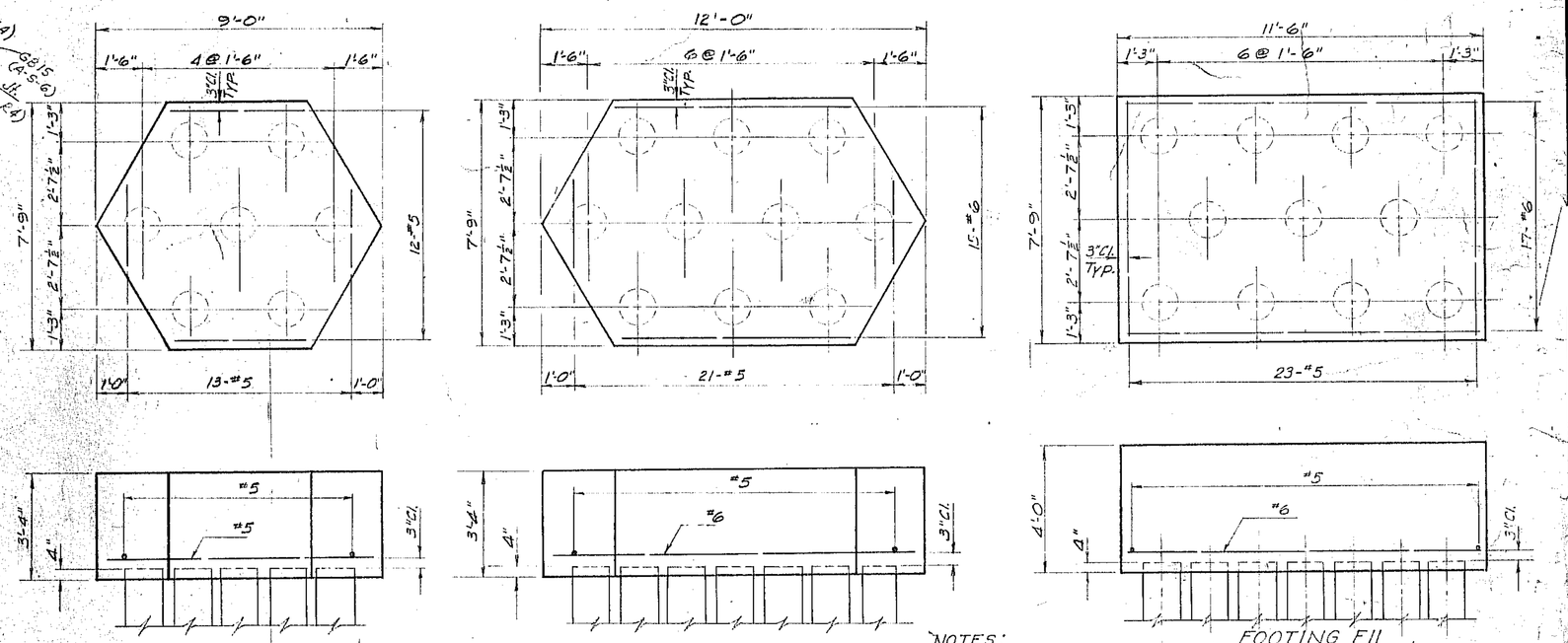
DESIGN ——	DRAWN J.C.G.	CHKD. R.R.S.	SUPV. R.R.S.	DWG. NO. ——
APPROVED ARCHITECT	APPROVED Roy B. Revere ENGINEER	DATE April 10, 1961		











NOTES:
1. See Dwg. A-S-7 for General Notes.
2. Ground Floor Slab construction joints (See Typical Section - Dwg. A-S-2) are to be located so that the dimensions of any monolithic pour will not exceed 30 feet in length or width.
3. Drawing numbers in parentheses by section symbols indicate drawing on which section is detailed.
4. Footings are symmetrical about centerlines of columns unless otherwise indicated.
5. Elevations listed with footing types on plan are the top of footing elevations.

CITY OF MOBILE
MOBILE, ALABAMA

MUNICIPAL AUDITORIUM AND THEATER
GROUND FLOOR SLAB AND FOOTINGS NORTHEAST QUADRANT ARENA

PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL, ECUADOR

DATE	DESCRIPTION	BY
	REVISIONS	

DESIGN J.G.P. | DRAWN T.L. & R.P.W. | CHKD. J.L.M. | SUPV. R.R.S. | DWG. NO.
APPROVED ARCHITECT | APPROVED Roby B. Stevens ENGINEER | DATE April 10, 1961 | A-S-1

Tunnel Entrance

Auditorium

100'-8" ± Arena ℄ Footings

℄ Arena

Top of finished Slab El. 17'-6" ± Top of fill

Top of Slab El. = 17'-4½"

℄ Footing

Equipment support see Dwg. No. A-S-38 for location and details (Typ.)

Pile supported equipment platform. For location and details see Dwg. No. A-S-38

Joint trench see Dwg. No. A-S-38 for details

Top of finished Slab El. 17'-6"

See Dwg. No. A-S-38 for Details

Ice melting pit

Manhole see Mech. Dwg. No. A-M-99

½" Expansion Joint

Type 1 Joint cover

Access Opening see Mech. Dwgs. for Framing Details

Welded Wire Fabric Reinforcing 6x6 W6 (Typical)

Top of finished Slab El. = 17'-6" For limits of recessed slabs see limits of separate floor finish on Architectural Dwgs.

See Dwg. A-S-25 for Tunnel Details

For Details of Arena and Rink Slab see Dwg. A-S-7

See Detail A & A' (A-S-6A)

See Detail D (A-S-6A)

See Detail 'B' (A-S-6A)

Note: For details not shown see Section B-B, Fin. Floor El. 17'-6"

Fin. Floor El. 17'-6"

Top of Conc. El. 17'-4½"

Top of Footing El. 16.0

Varies (See Grade Beam Schedule)

Varies (3'-4" @ Col. Line)

Slope ⅛" per Ft.

Fin. Ground

Slope ¼" per ft.

Slope ½" per ft.

Continuous 8"x6" key

Polyethylene Film

4" Pea Gravel Blanket

6" Sand-Shell Base

1" Premolded Joint Filler

6x6 W6 Fabric Reinf.

6x6 ¾ Fabric Reinf.

4" Wood Bumper

4"x6" Wood Bumper

¾" ϕ x 2'-0" Long Anchor Bolt @ 1'-6" Max. Spacing.

Expansion Joint

Construction Joint

Dwg. Nos. A-S-38

Dwg. Nos. A-S-1, 2, 3, 4 & 5

Dwg. Nos. A-S-2 & 3

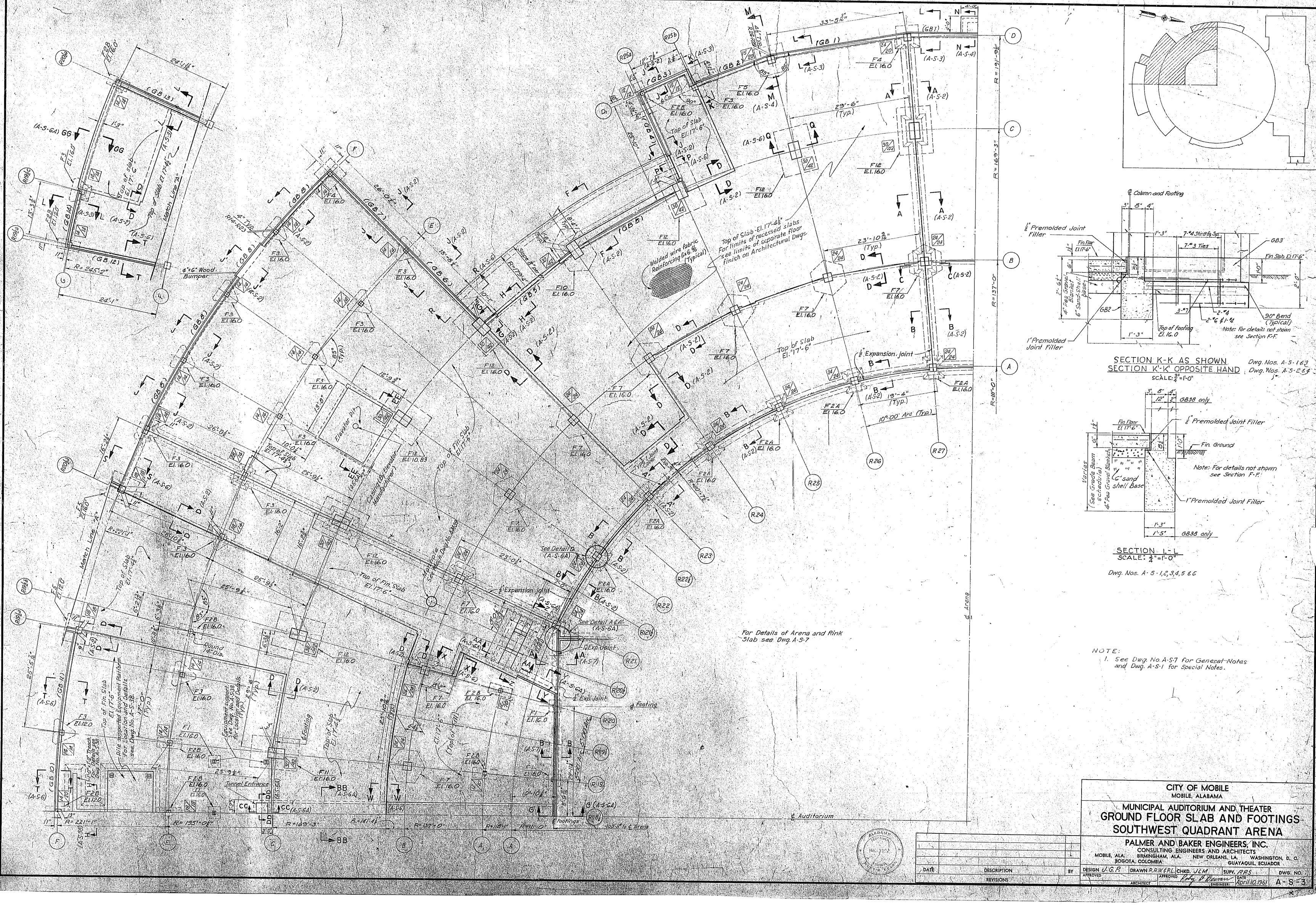
Dwg. Nos. A-S-1, 2, 3, 4 & 5

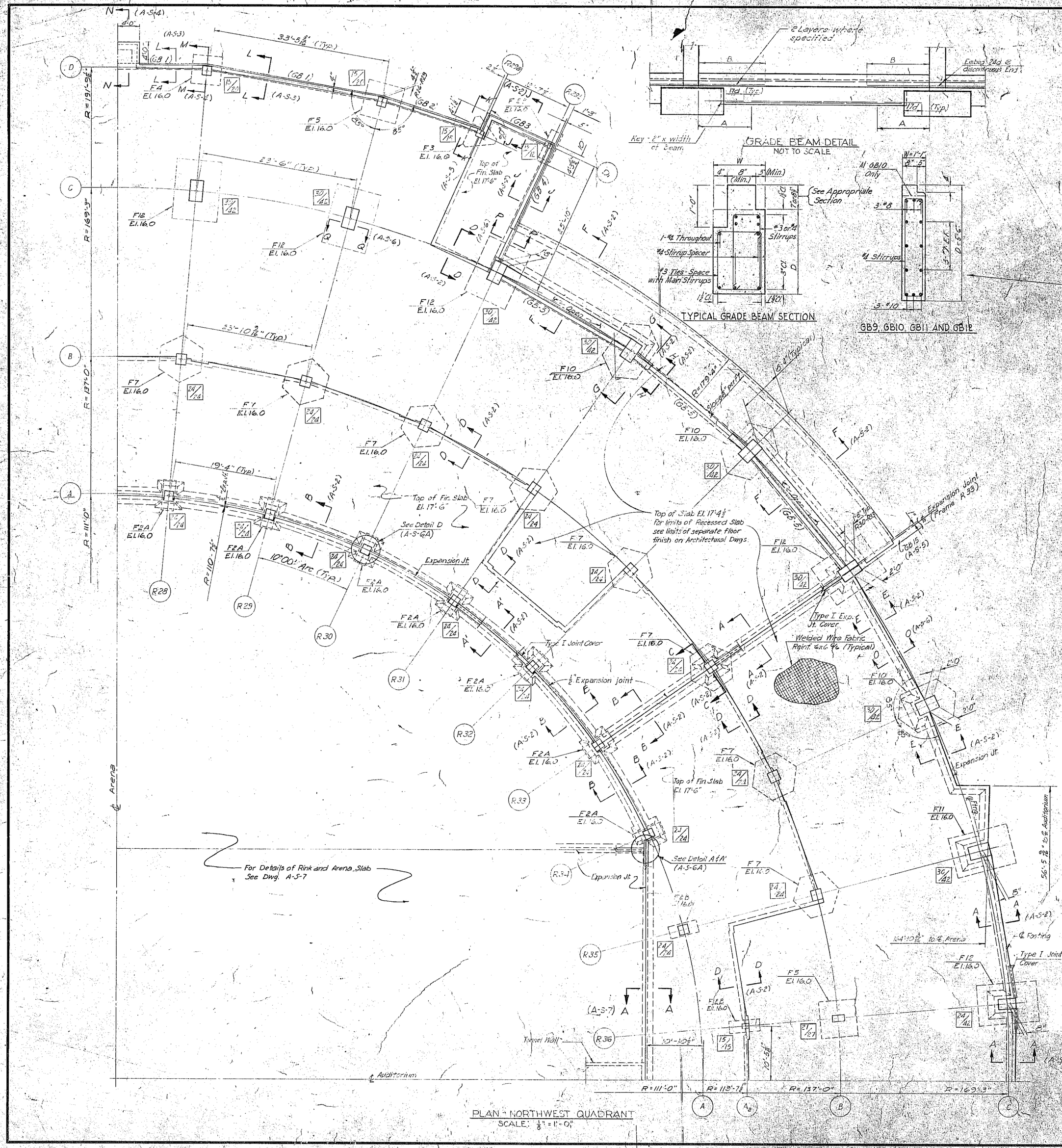
Dwg. Nos. A-S-1, 2, 3, 4 & 5

Dwg. Nos. A-S-1, 2, 3 & 4

Dwg. Nos. A-S-1, 2, 3, 4 & 5

Dwg. Nos. A-S-1, 2, 3, 4 & 5

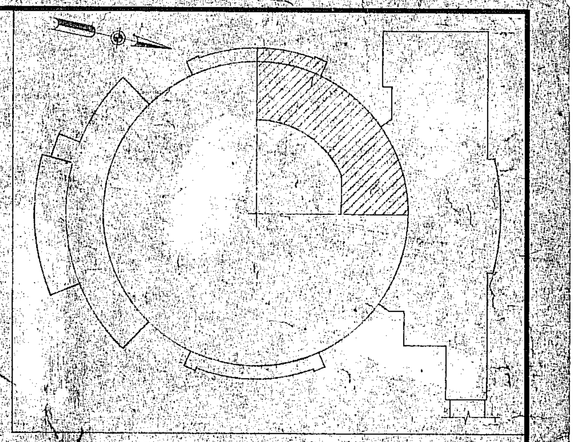

Match Line "A"
Match Line "B"
Top of Slab El. 17'-6"
Top of Fin. Slab El. 17'-6"
Top of Slab El. 17'-4½"
Top of Slab El. 17'-4"
Top of Slab El. 17'-4½"
Top of Slab El. 17'-6"
Top of Fin. Slab El. 17'-6"
Top of Fin. Slab El. 17'-5"
Top of Slab El. 17'-4"
Top of Slab El. 17'-6"
Top of Fin. Slab El. 17'-6"
Top of Slab El. 17'-6"
Top of Slab El. 17'-6"
Top of

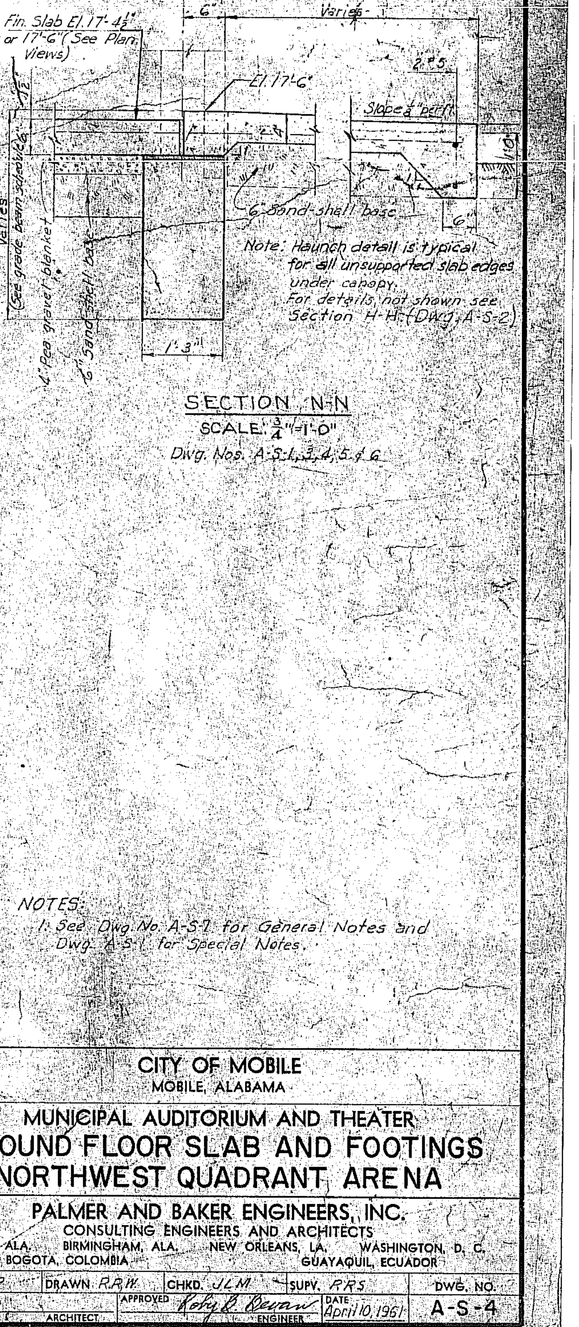


PLAN - NORTHWEST QUADRANT
SCALE: 1/8" = 1'-0"

GRADE BEAM SCHEDULE

Mark	No. of Beams	W	D	REINFORCING FOR ONE BEAM: Longitudinal No. Size	Remarks	Stirrups No. Size	Spacing from Face of Each Support	DIMENSIONS A	B
GB1	6	15	30	5-#9	Top, @ Each End, 2 Layers (Cut off 2ea)	38-#4	1@2", 8@5", 2@9", 1@10", 6@12"		
				5-#8	Bottom, (Cut off 3 @A)	38-#3	Remainder @ 9 Equal Spaces	6'-0"	12'-3"
GB2	4	15	22	4-#9	Top, @ Each End, 2 Layers, (Cut off 2@B)	21-#4	1@3", 3@6", Remainder @ 4 Equal Spaces	4'-0"	8'-3"
				4-#7	Bottom, (Cut off 2@A)	21-#3			
GB3	4	15	17	3-#7	Top, @ Each End, (Cut off one @B)	15-#4	1@4", 6@8", Remainder @ 2 Equal Spaces	–	5'-0"
				2-#6	Bottom, Throughout	15-#3			
GB4	4	15	22	4-#9	Top, @ Each End, (Cut off 2@B)	25-#4	1@3", 6@6", 4@9" Remainder @ 4 Equal Spaces	4'-0"	10'-3"
				4-#7	Bottom, (Cut off 2@A)	25-#3			
GB5	10	15	18	4-#9	Top, @ Each End, (Cut off 2@B)	36-#3	1@2", 3@4", 4@5", 7@6" Remainder @ 7 Equal Spaces	4'-0"	10'-3"
				4-#7	Bottom, (Cut off 2@A)	36-#3			
GB6	2	15	22	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	30-#4	1@2", 7@5", 4@7", 2@9" Remainder @ 5 Equal Spaces	4'-9"	8'-0"
				4-#9	Bottom, (Cut off 2@A)	30-#3			
GB7	2	15	22	4-#9	Top @ Each End, 2 Layers (Cut off 2@B)	32-#4	1@2", 7@5", 4@7", 3@9" Remainder @ 5 Equal Spaces	4'-9"	8'-0"
				4-#9	Bottom, (Cut off 2@A)	32-#3			
GB8	6	15	22	3-#8	Top @ Each End (Cut off One @B)	22-#4	1@2", 5@4", 6@8" Remainder @ 3 Equal Spaces	3'-6"	6'-3"
				4-#7	Bottom, (Cut off 2@A)	22-#3			
GB9	1	13	66	3-#8	Top, Throughout	128	1@5", 78@10", Remainder @ 7 Equal Spaces	–	–
				3-#10	Bottom, Throughout				
GB10	4	13	66	3-#8	Top, Throughout	194	1@5", 6@10", Remainder @ 6 Equal Spaces	–	–
				3-#10	Bottom, Throughout				
GB11	1	13	66	3-#8	Top, Throughout	254	1@5", 8@10", Remainder @ 8 Equal Spaces	–	–
				3-#10	Bottom, Throughout				
GB12	1	13	66	3-#8	Top Throughout	314	1@5", 7@10", Remainder @ 9 Equal Spaces	–	–
				3-#10	Bottom Throughout				
GB13	1	15	22	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	31-#4	1@2", 7@5", 4@7", 8@9" Remainder @ 4 Equal Spaces	4'-9"	8'-0"
				4-#9	Bottom (Cut off 2@A)	31-#3			
GB14	1	15	17	3-#7	Top, Throughout	17-#4	1@3", 6@6", Remainder @ 4 Equal Spaces	–	–
				2-#6	Bottom, Throughout	17-#3			
GB15	2	21	22	4-#8	Top, @ Each End, (Cut off 2@B)	25-#3	1@3", 6@6", 4@9" Remainder @ 4 Equal Spaces	5'-3"	8'-9"
				4-#7	Bottom (Cut off 2@A)	25-#3			
GB16	1	15	17	2-#7	Top, Throughout	11-#4	1@3", 6@8", Remainder @ 2 Equal Spaces	–	–
				2-#6	Bottom, Throughout	11-#3			
GB17	1	15	17	2-#7	Top, Throughout	11-#4	1@3", 4@8", Remainder @ 2 Equal Spaces	–	–
				2-#6	Bottom, Throughout	11-#3			
GB18	1	15	17	2-#5	Top, Throughout	21-#4	1@3", 8@6", Remainder @ 4 Equal Spaces	–	–
				2-#8	Bottom, Throughout	21-#3			
GB19	1	15	17	2-#7	Top, Throughout	8-#4	1@3", Remainder @ 7 Equal Spaces	–	–
				2-#6	Bottom, Throughout	8-#3			
GB20	1	15	23	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	37-#4	1@2", 7@4", 6@6", 3@9" Remainder @ 4 Equal Spaces	4'-3"	6'-6"
				4-#8	Bottom, (Cut off 2@A)	37-#3			
GB20A	4	15	23	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	37-#4	1@2", 7@4", 6@6", 3@9" Remainder @ 4 Equal Spaces	4'-3"	6'-6"
				4-#8	Bottom, (Cut off 2@A)	37-#3			
GB21	1	22	23	4-#9	Top, @ Each End, (Cut off 2@B)	31-#4	1@2", 7@4", 6@6", Remainder @ 4 Equal Spaces	3'-3"	6'-3"
				4-#8	Bottom, (Cut off 2@A)	31-#3			
GB22	1	15	23	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	37-#4	1@2", 7@4", 6@6", 3@9" Remainder @ 4 Equal Spaces	4'-9"	8'-0"
				4-#8	Bottom, (Cut off 2@A)	37-#3			
GB22A	4	15	23	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	37-#4	1@2", 7@4", 6@6", 3@9" Remainder @ 4 Equal Spaces	4'-3"	6'-6"
				4-#8	Bottom, (Cut off 2@A)	37-#3			
GB23	1	15	23	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	33-#4	1@2", 7@4", 7@6", Remainder @ 4 Equal Spaces	3'-3"	6'-9"
				4-#8	Bottom, (Cut off 2@A)	33-#3			
GB24	1	15	23	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	37-#4	1@2", 7@4", 6@6", 3@9" Remainder @ 4 Equal Spaces	3'-9"	7'-6"
				4-#8	Bottom, (Cut off 2@A)	37-#3			
GB25	2	21	23	4-#8	Top, Throughout	19-#4	1@3", 6@6", 2@9", Remainder @ 2 Equal Spaces		
				3-#8	Bottom, Throughout	19-#3			
GB26	1	15	23	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	35-#4	1@2", 7@4", 7@6", 1@9" Remainder @ 4 Equal Spaces	3'-6"	7'-0"
				4-#8	Bottom, (Cut off 2@A)	35-#3			
GB27	1	15	23	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	35-#4	1@2", 7@4", 6@6", 2@9" Remainder @ 4 Equal Spaces	3'-6"	7'-0"
				4-#8	Bottom, (Cut off 2@A)	35-#3			
GB28	1	15	23	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	37-#4	1@2", 7@4", 6@6", 3@9" Remainder @ 4 Equal Spaces	4'-3"	6'-9"
				4-#8	Bottom, (Cut off 2@A)	37-#3			
GB28A	1	15	23	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	37-#4	1@2", 7@4", 6@6", 3@9" Remainder @ 4 Equal Spaces	4'-3"	6'-9"
				4-#8	Bottom, (Cut off 2@A)	37-#3			
GB29	1	15	23	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	35-#4	1@2", 7@4", 6@6", 2@9" Remainder @ 4 Equal Spaces	4'-9"	7'-6"
				4-#8	Bottom, (Cut off 2@A)	35-#3			
GB30	1	15	23	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	33-#4	1@2", 7@4", 6@6", 1@9" Remainder @ 4 Equal Spaces	5'-0"	7'-0"
				4-#8	Bottom, (Cut off 2@A)	33-#3			
GB31	1	15	17	2-#7	Top, Throughout	9-#4	1@3", 3@8", Remainder @ 2 Equal Spaces	–	–
				2-#6	Bottom, Throughout	9-#3			
GB32	1	15	17	2-#7	Top, Throughout	13-#4	1@4", 2@8", Remainder @ 4 Equal Spaces	–	–
				2-#7	Bottom, Throughout	13-#3			
GB33	1	15	20	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	30-#5	1@2", 8@4", 4@6", 2@9" Remainder @ 3 Equal Spaces	3'-3"	6'-3"
				4-#8	Bottom, (Cut off 2@A)	30-#3			
GB34	1	15	19	4-#8	Top, @ Each End (Cut off 2@B)	35-#3	1@2", 11@4", 4@8", Remainder @ 4 Equal Spaces	3'-0"	7'-0"
				3-#8	Bottom, (Cut off One @A)				
GB35	2	15	22	4-#7	Top, Throughout	23-#4	1@2", 5@4", 5@8", Remainder @ 2 Equal Spaces	–	–
				3-#7	Bottom, Throughout				
GB36	2	15	19	2-#8	Top, Throughout	13-#4	1@3", 10@6", Remainder @ 10 Equal Spaces	–	–
				2-#9	Bottom, Throughout	13-#3			
GB37	2	15	19	3-#9	Top, @ Each End (Cut off One @B)	21-#4	1@4", 6@8", Remainder @ 8 Equal Spaces	–	4'-0"
				3-#8	Bottom, Throughout	21-#3			
GB38	2	17	17	2-#6	Top, Throughout	11-#4	1@3", 4@6", Remainder @ 2 Equal Spaces	–	–
				2-#5	Bottom, Throughout	11-#3			
GB39	2	15	23	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	28-#4	1@2", 2@5", 7@6", 2@8" Remainder @ 5 Equal Spaces	3'-0"	6'-3"
				4-#8	Bottom, (Cut off 2@A)				
GB40	1	15	23	4-#9	Top, @ Each End, 2 Layers (Cut off 2@B)	26-#4	1@2", 2@5", 7@6", 2@8" Remainder @ 3 Equal Spaces	3'-0"	6'-3"
				4-#8	Bottom, (Cut off 2@A)	26-#3			
GB41	2	15	17	2-#6	Top, Throughout, 2 Layers	5-#4	1@2", Remainder @ 4 Equal Spaces		
				2-#6	Bottom, Throughout	5-#3			
GB42	2	15	23	4-#9	Top, Throughout	33-#4	1@2", 7@4", 6@6", 3@9" Remainder @ 2 Equal Spaces		
				3-#9	Bottom, Throughout				
GB43	1	27	23	4-#8	Top, Throughout	19-#4	1@3", 6@6", 2@9" Remainder @ 2 Equal Spaces		
				3-#8	Bottom, Throughout	19-#3			
GB44	2	15	23	2-#7	Top, Throughout	17-#4	1@3", 2@5", Remainder @ 8 Equal Spaces		
				2-#7	Bottom, Throughout	17-#3			
GB45	1	15	22	3-#7	Top, Throughout	14-#4	1@2", 4@5", 10@8" Remainder @ 3 Equal Spaces		
				3-#7	Bottom, Throughout				





NOTES:
1. See Dwg. No. A-S-1 for General Notes and Dwg. A-S-2 for Special Notes.

ALABAMA REGISTERED No. 3192 ENGINEER ROBERT D. PEYER

DATE	DESCRIPTION	BY
	REVISIONS	

CITY OF MOBILE
MOBILE, ALABAMA

MUNICIPAL AUDITORIUM AND THEATER
GROUND FLOOR SLAB AND FOOTINGS NORTHWEST QUADRANT, ARENA

PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL, ECUADOR

DESIGN J.G.P.	DRAWN R.P.W.	CHKD. J.L.M.	SUPV. R.P.S.	DWG. NO.
APPROVED ARCHITECT		APPROVED ENGINEER	DATE April 10, 1961	A-S-4

SECTION WW-WW
SCALE: 3/8"=1'-0"
Dwg. No. A-S-6

SECTION YY-YY
SCALE: 3/8"=1'-0"
Dwg. No. A-S-5

SECTION ZZ-ZZ
SCALE: 3/8"=1'-0"
Dwg. No. A-S-5

DETAIL "E"
SCALE: 3/4"=1'-0"
Dwg. No. A-S-5

DETAIL "B"
(A-S-5)

PLAN - MAIN LOBBY AND NORTHWEST WING
SCALE: 1/8"=1'-0"

SECTION SS-SS
SCALE: 1/2"=1'-0"
Dwg. No. A-S-6

SECTION TT-TT
SCALE: 3/4"=1'-0"
Dwg. No. A-S-6

SECTION XX-XX
SCALE: 3/4"=1'-0"
Dwg. No. A-S-6

SECTION UU-UU
SCALE: 3/4"=1'-0"
Dwg. No. A-S-6

SECTION VV-VV
SCALE: 3/4"=1'-0"
Dwg. Nos. A-S-5 & 6

NOTE:
See Dwg. A-S-7 for General Notes and Dwg. A-S-1 for Special Notes.

CITY OF MOBILE
MOBILE, ALABAMA

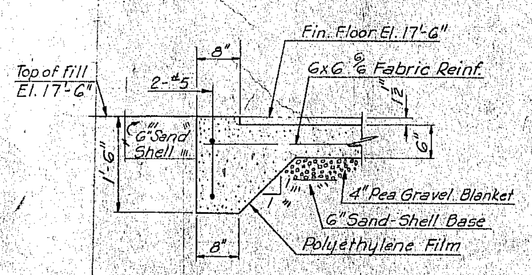
MUNICIPAL AUDITORIUM AND THEATER
GROUND FLOOR SLAB AND FOOTINGS MAIN LOBBY AND NORTHWEST WING

PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL, ECUADOR

DESIGN	DRAWN	CHKD.	SUPV.	DWG. NO.
J.G.P.	R.W.F. J.W.R.	J.L.M.	F.R.S.	A-S-5

APPROVED _____ ARCHITECT
APPROVED _____ ENGINEER
DATE April 10, 1961

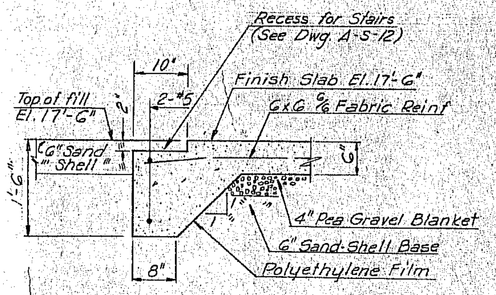
DATE	DESCRIPTION	BY
	REVISIONS	



SECTION W-W

SCALE: 3/4" = 1'-0"

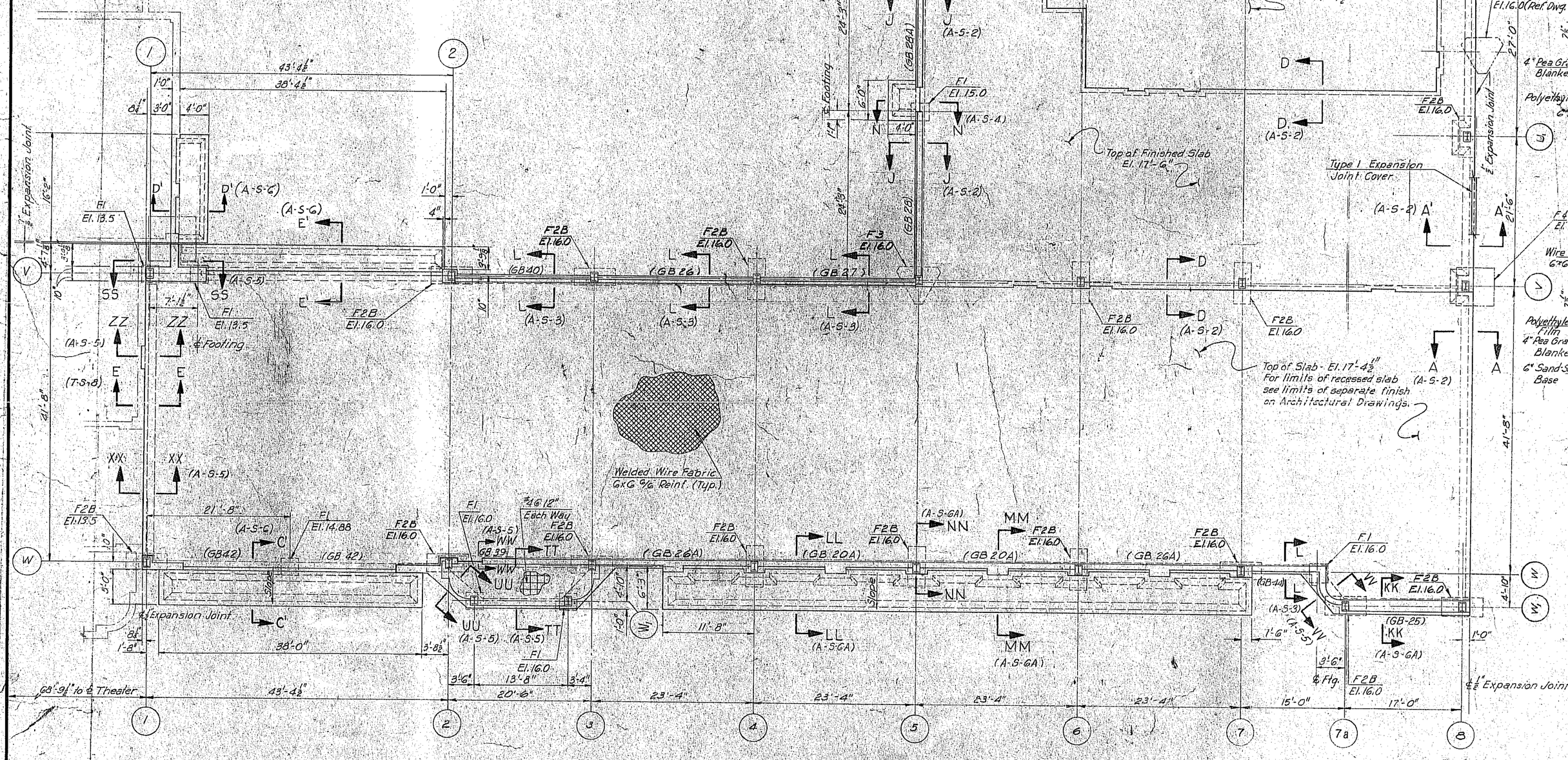
Dwg. Nos. A-S-2 & 3

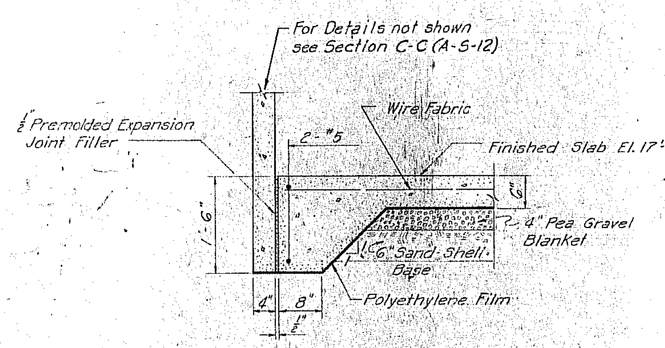


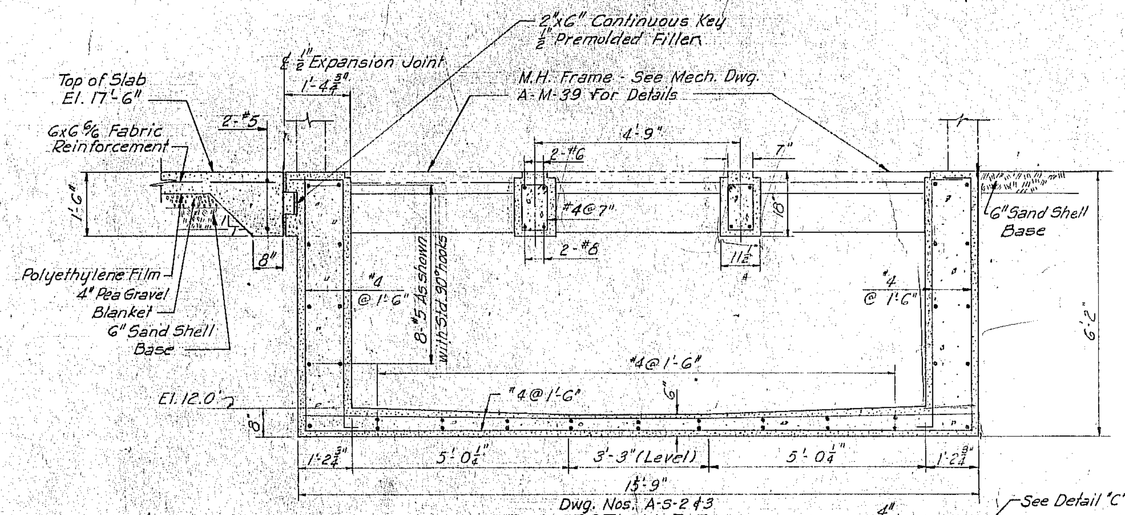
SECTION X-X

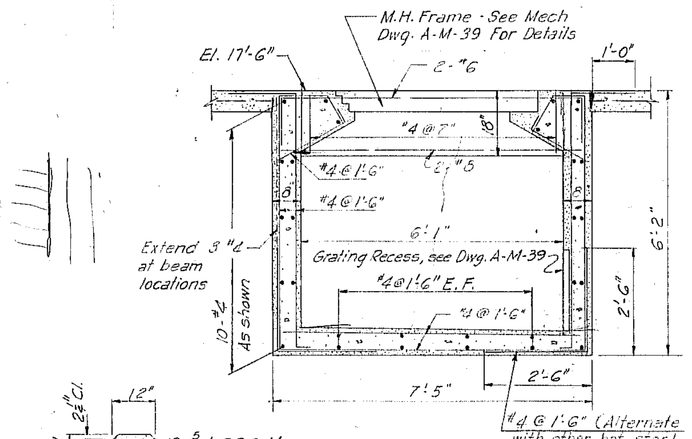
SCALE: 3/4" = 1'-0"

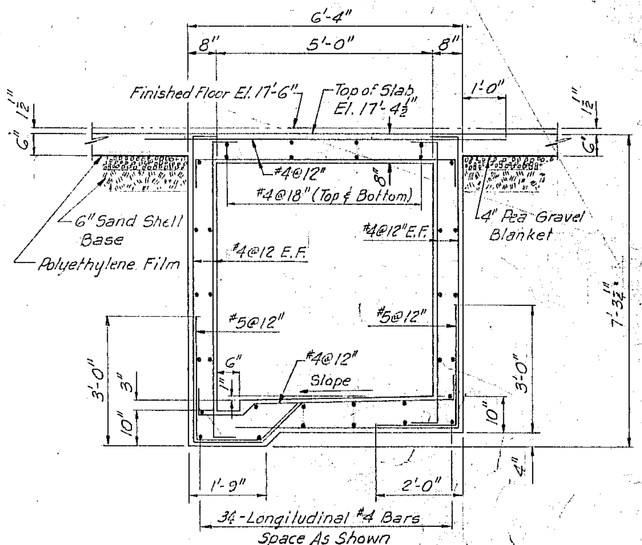
Dwg. Nos. A-S-2 & 3

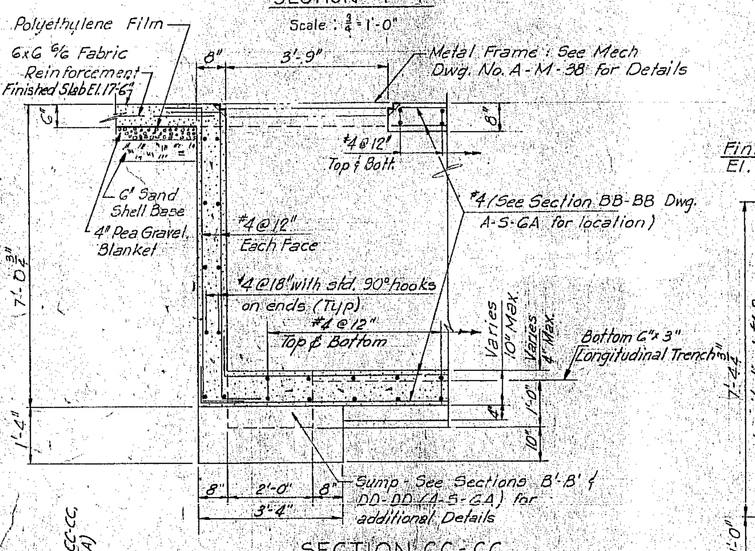

Expansion Joint
Welded Wire Fabric 6x6 6/6 Reinf. (Typ.)
Top of Slab El. 17'-4 3/8"
Top of Finished Slab El. 17'-6"
Top of Slab - El. 17'-4 3/8" For limits of recessed slab see limits of separate finish on Architectural Drawings.
Type 1 Expansion Joint Cover
Top of Finished Slab El. 17'-6"
Top of Fin. Slab El. 17'-6"
Top of Finished Slab El. = 17'-6"
Top of footing
Expansion Joint
Footing
Slope
Fin. Floor El. 17'-6"
Top of Conc. El. 17'-4 3/8"
Fin. Slab El. 17'-6"
Top of Footing El. 16.0
Top of footing El. 15.0
Fin. Floor El. 18.5
Fin. Floor El. 13.5
Fin. Floor El. 16.0
Top of fill El. 17'-6"
Fin. Floor El. 17'-6"
Top of Fin. Slab El. 17'-6"
Fin. Slab El. 17'-6"
Finish Slab El. 17'-6"
Fin. Floor El. 17'-6"
Fin. Floor El. 17'-6"
Fin. Floor

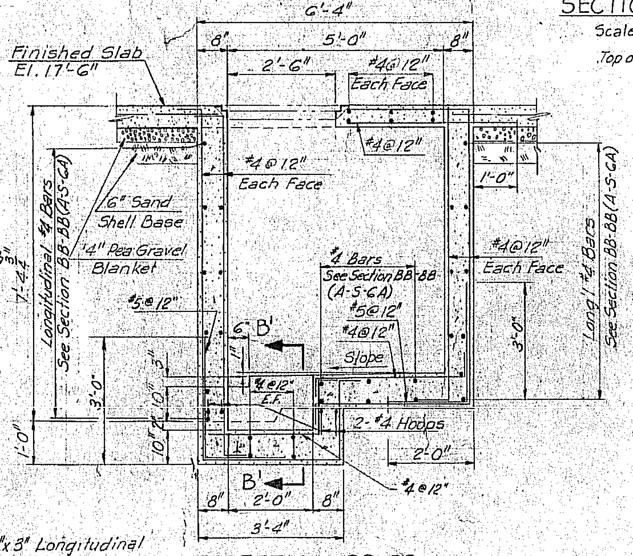


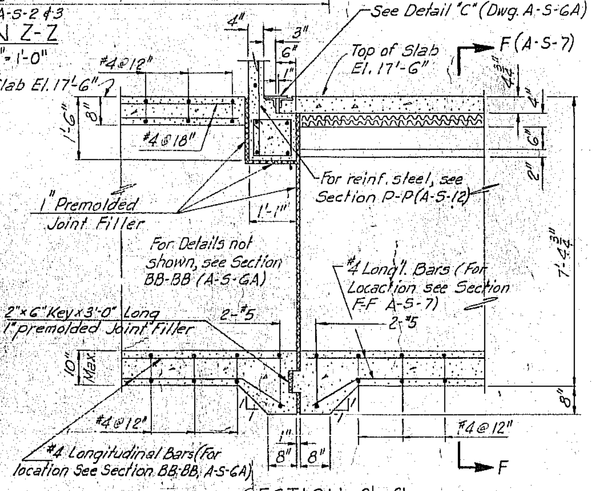


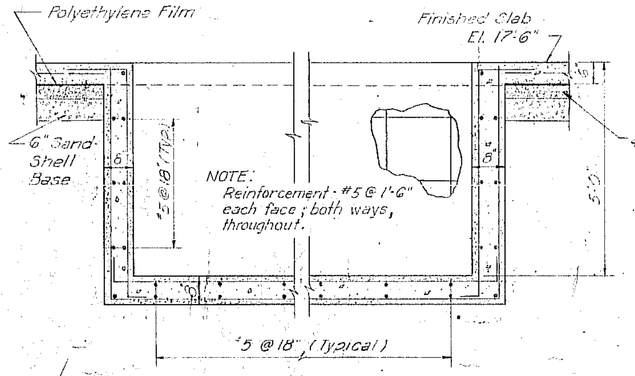


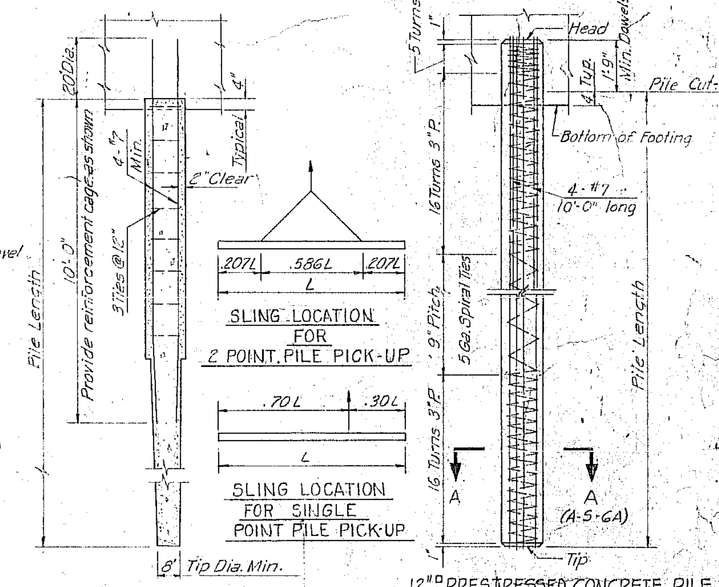


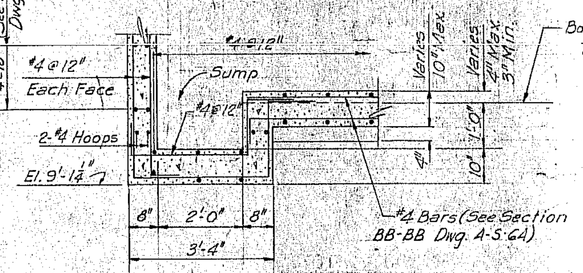


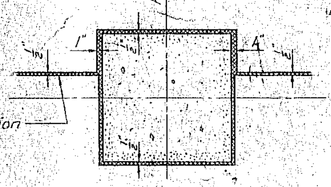


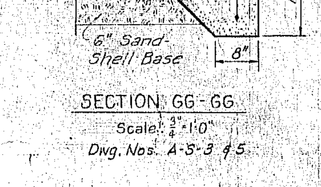


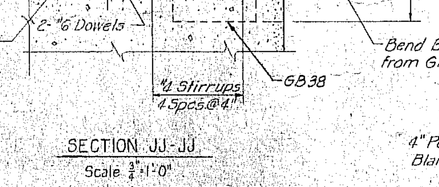


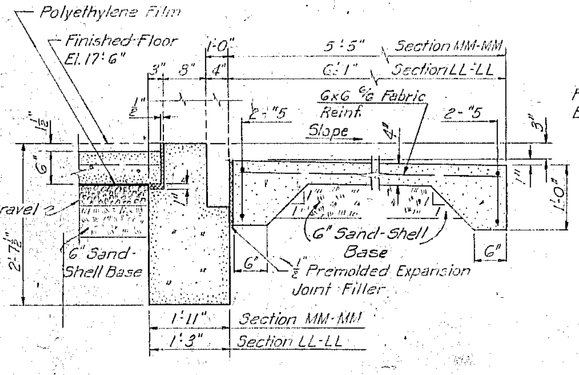


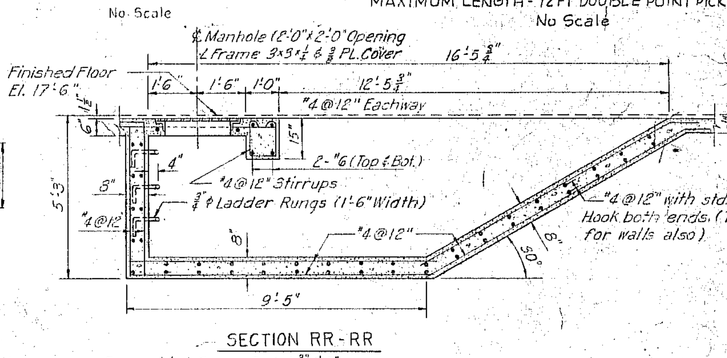


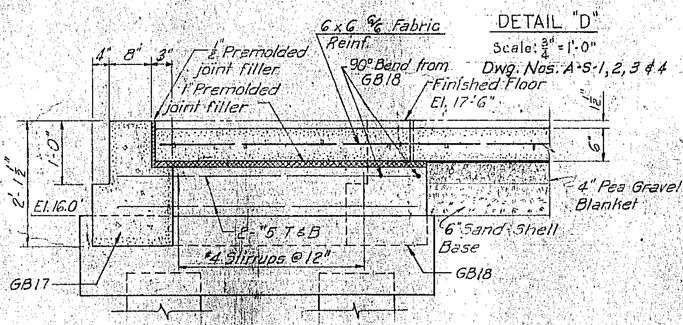


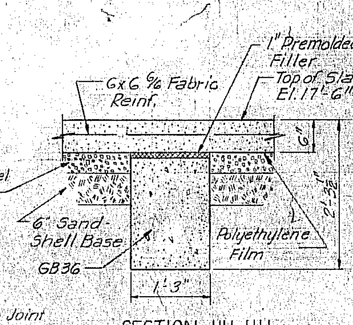


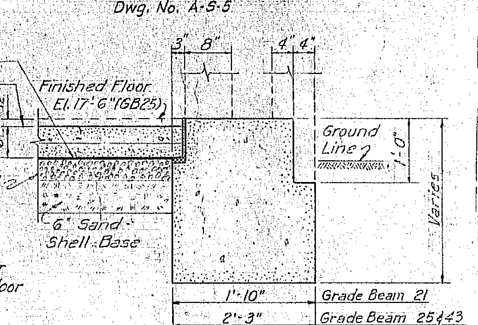


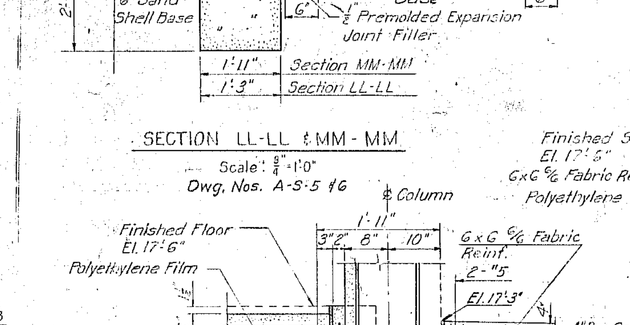


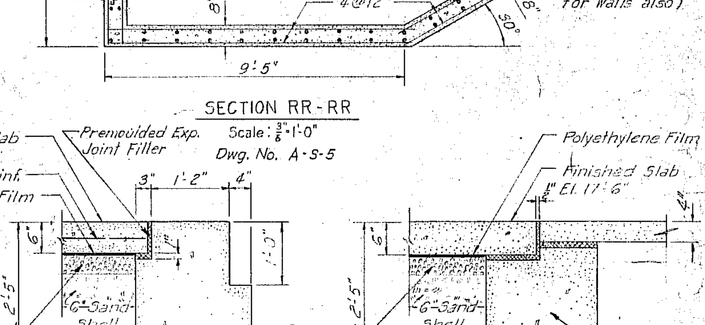


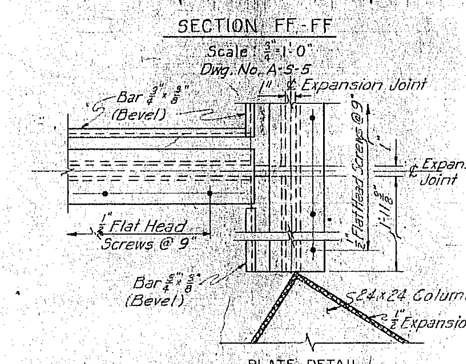


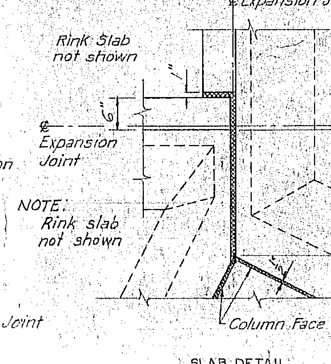


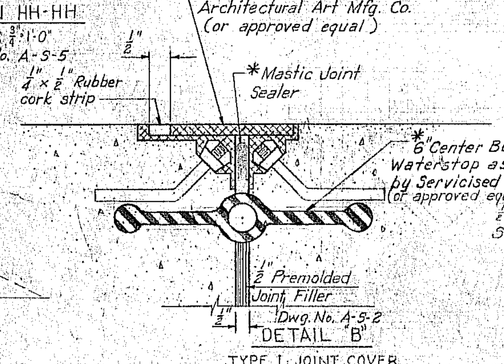


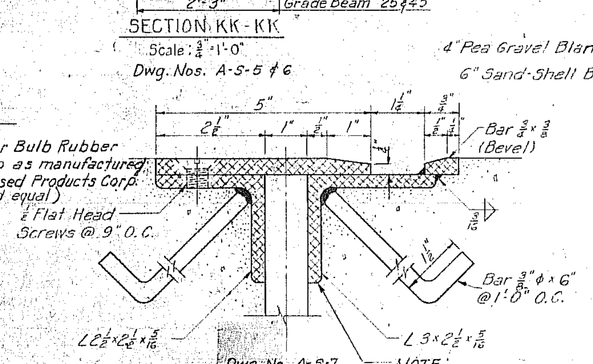


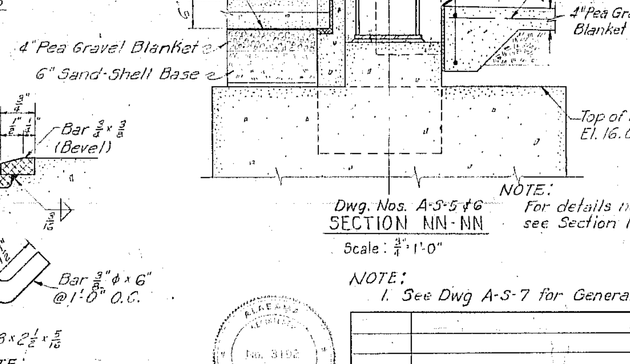


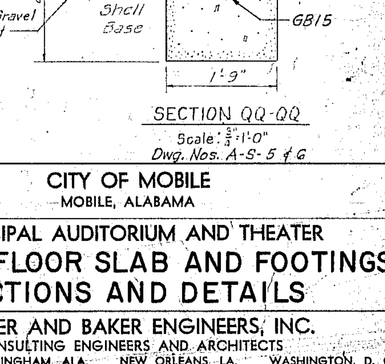












SECTION Y-Y
Scale: 1/4" = 1'-0"
Dwg. Nos. A-S-2 & 3

SECTION Z-Z
Scale: 1/2" = 1'-0"
Dwg. Nos. A-S-2 & 3

SECTION A-A
No Scale
Dwg. No. A-S-6A

SECTION AA-AA
Scale: 1/2" = 1'-0"
Dwg. Nos. A-S-2 & 3

SECTION BB-BB
Scale: 1/2" = 1'-0"
Dwg. Nos. A-S-2 & 3

SECTION CC-CC
Scale: 1/2" = 1'-0"
Dwg. No. A-S-3

SECTION DD-DD
Scale: 1/2" = 1'-0"
Dwg. Nos. A-S-2 & 3

SECTION EE-EE
Scale: 1/2" = 1'-0"
Dwg. No. A-S-3

SECTION FF-FF
Scale: 1/2" = 1'-0"
Dwg. No. A-S-5

SECTION GG-GG
Scale: 3/4" = 1'-0"
Dwg. Nos. A-S-3 & 5

SECTION G'-G'
Scale: 1/2" = 1'-0"
Dwg. Nos. A-S-2, 3 & 7

SECTION HH-HH
Scale: 3/4" = 1'-0"
Dwg. No. A-S-5

SECTION JJ-JJ
Scale 3/4" = 1'-0"
Dwg. No. A-S-5

SECTION KK-KK
Scale: 3/4" = 1'-0"
Dwg. Nos. A-S-5 & 6

SECTION LL-LL & MM-MM
Scale: 3/4" = 1'-0"
Dwg. Nos. A-S-5 & 6

SECTION NN-NN
Scale: 3/4" = 1'-0"
Dwg. Nos. A-S-5 & 6

SECTION PP-PP
Scale: 3/4" = 1'-0"
Dwg. Nos. A-S-5 & 6

SECTION QQ-QQ
Scale: 3/4" = 1'-0"
Dwg. Nos. A-S-5 & 6

SECTION RR-RR
Scale: 3/4" = 1'-0"
Dwg. No. A-S-5

NOTE: For details not shown see Section MM-MM.

SLING LOCATION FOR 2 POINT PILE PICK-UP
.207L .586L .207L
L

SLING LOCATION FOR SINGLE POINT PILE PICK-UP
.70L .30L
L

PLATE DETAIL
DETAIL "A"
Scale: 1 1/2" = 1'-0"
Dwg. Nos. A-S-1, 2, 3 & 4

SLAB DETAIL
DETAIL "A'"
Scale: 3/4" = 1'-0"
Dwg. Nos. A-S-1, 2, 3 & 4

DETAIL "D"
Scale: 3/4" = 1'-0"
Dwg. Nos. A-S-1, 2, 3 & 4

DETAIL "B"
TYPE I JOINT COVER
Half Size
Dwg. No. A-S-2

DETAIL "C"
TYPE II JOINT COVER
HALF SIZE
Dwg. No. A-S-7

*Mastic Seal and Rubber Waterstop are not required for Ground Floor Slab Expansion Joint.

NOTE: All Material is Aluminum

NOTES:
1. See Dwg A-S-7 for General Notes.

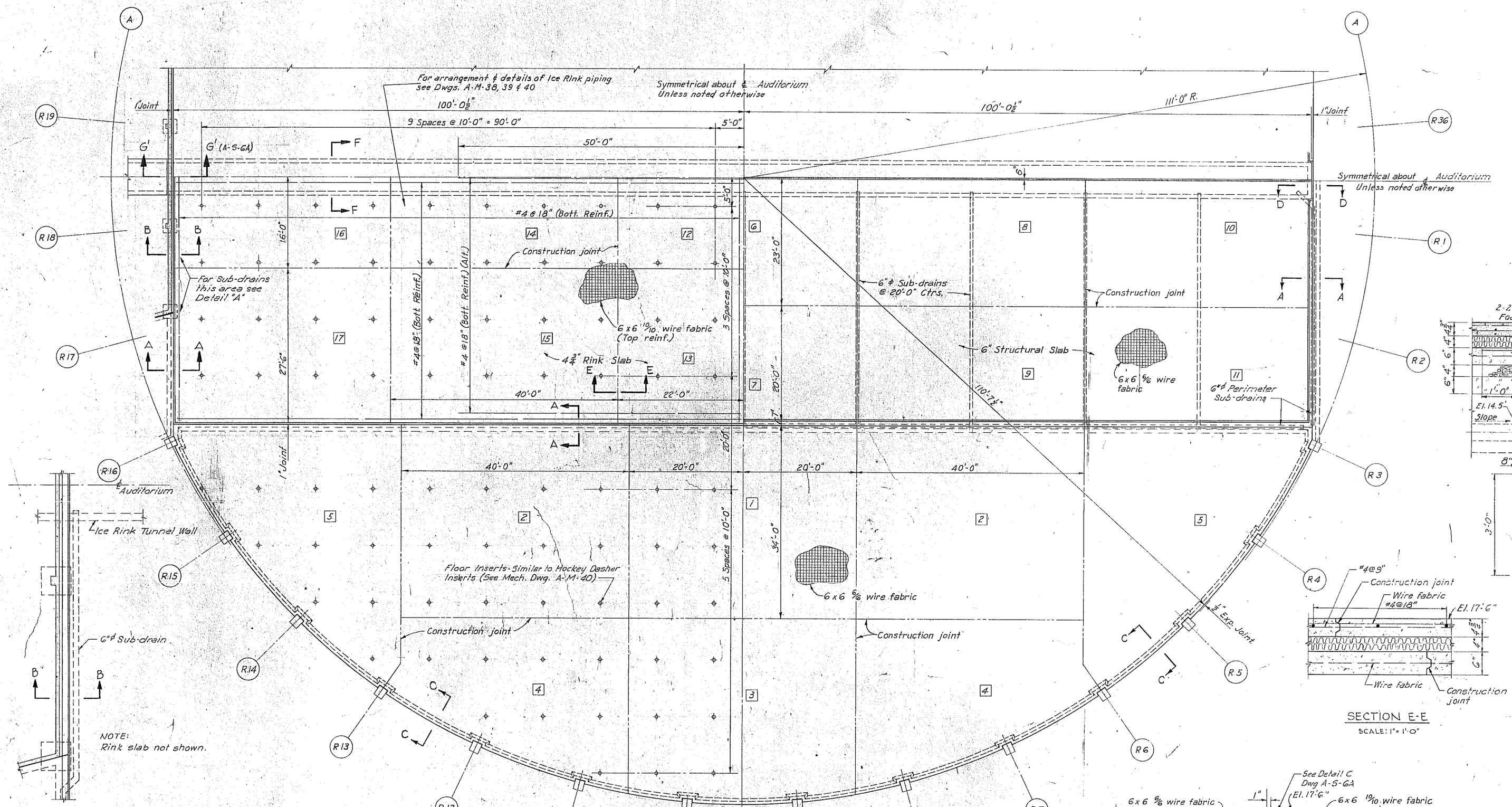
CITY OF MOBILE
MOBILE, ALABAMA

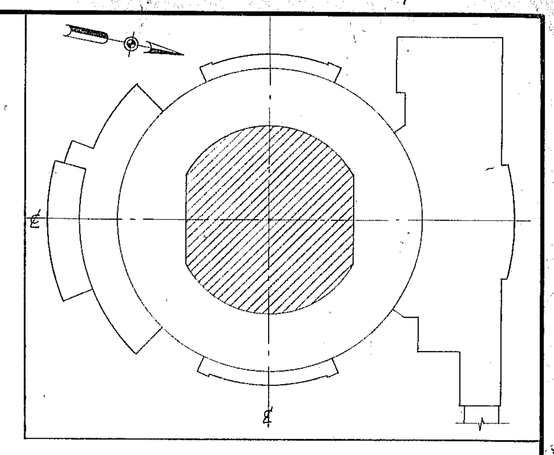
MUNICIPAL AUDITORIUM AND THEATER
GROUND FLOOR SLAB AND FOOTINGS
SECTIONS AND DETAILS

PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL ECUADOR.

DESIGN J.G.P.	DRAWN R.G.H.	CHKD. J.L.M.	SUPV. R.P.S.	DWG. NO.
APPROVED	APPROVED Kelly B. Beeson	DATE April 10, 1961		A-S-6A
ARCHITECT	ENGINEER			

DATE	DESCRIPTION	BY
REVISIONS		

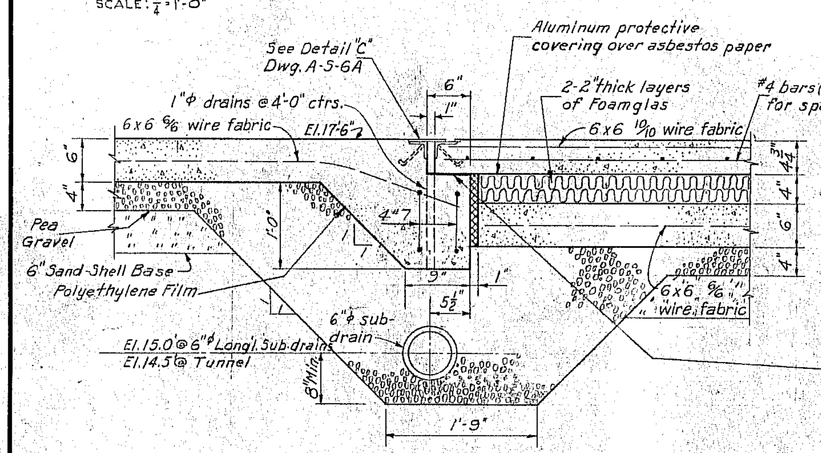




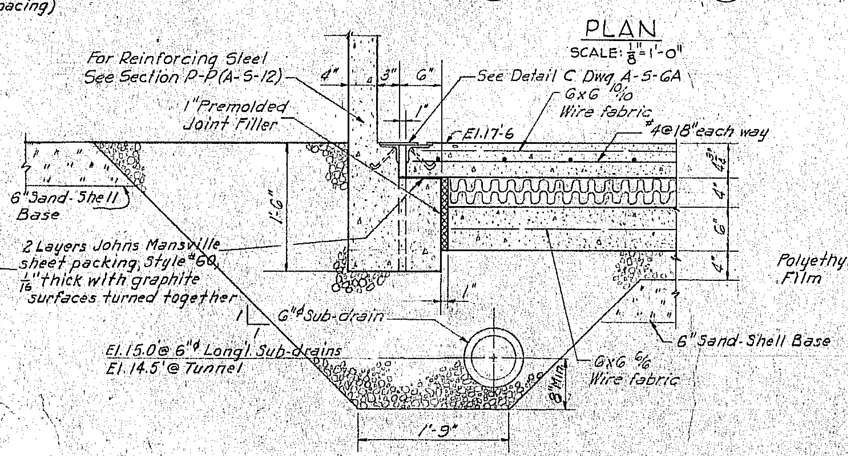
SECTION F-F
SCALE: ¾"=1'-0"

SECTION E-E
SCALE: 1"=1'-0"

DETAIL "A"
SCALE: ½"=1'-0"

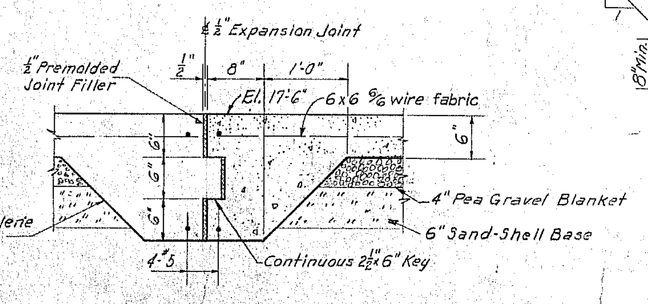


SECTION A-A
SCALE: 1"=1'-0"

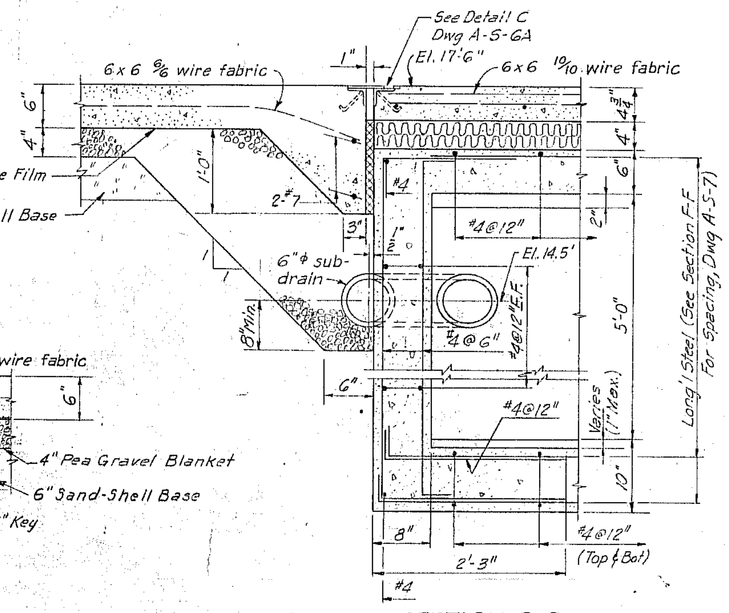


PLAN
SCALE: ⅛"=1'-0"

SECTION B-B
SCALE: 1"=1'-0"



SECTION C-C
SCALE: 1"=1'-0"



SECTION D-D
SCALE: 1"=1'-0"

GENERAL NOTES

1. All structural steel columns to be fireproofed with 2" Min. concrete except where 3⅜" brick is provided. Concrete fireproofing to extend 6" above plaster ceiling. Provide ½" expansion joint between column fireproofing and ground floor slab.
2. Provide continuous anchor slot for dove-tail wall ties in all columns where masonry walls abut columns. Anchor slot to extend full height of masonry wall.
3. All elevations refer to Mean Sea Level.
4. All piles to be 35-ton capacity, 14" minimum butt diameter cast-in-place concrete or 12"ϕ precast prestressed concrete, see specifications.
5. Estimated pile tip elevation for cast-in-place concrete piles is El.-25.0' and for 12"ϕ prestressed concrete piles is El.-22.0.
6. All structural concrete to be Class A unless otherwise noted. Concrete for precast prestressed piles to be as per specifications. Gunite concrete to be as per specifications. Lightweight concrete to be Class 'Y'.
7. The clear distance from face of concrete to reinforcing steel shall be as follows unless otherwise noted:
   3" for footings and grade beams, except bottom of footings. See footing details.
   1½" for Walls
   1½" for Column ties and Beam stirrups.
   ¾" for Slabs.
   Welded wire fabric for slabs on grade shall be placed in the center or slightly above the center.
8. Top reinforcing of slabs at discontinuous edges to have a standard 90° bend.
9. All reinforcement splices shall have 24 bar diameters lap or 1'-0" minimum lap.
10. All edges of concrete walls, beams and columns exposed in the finished structure to be chamfered ¾" unless otherwise noted.
11. All concrete surfaces exposed in the finished structure to be given a rubbed finish. For rustications see Architectural drawings.
12. For inserts, anchor bolts and pipe sleeves see Mechanical, Plumbing and Electrical drawings.
13. [16] Denotes Column size in inches.
14. Numbers in squares thusly, [1], denotes sequence of concrete pours.

CITY OF MOBILE
MOBILE, ALABAMA

MUNICIPAL AUDITORIUM AND THEATER

ARENA AND RINK SLAB AND TUNNEL DETAILS

PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL, ECUADOR

DATE	DESCRIPTION	BY
	REVISIONS	

DESIGN	DRAWN	CHKD.	SUPV.	DWG. NO.
Z.M.G.	W.T.	J.L.M	R.P.S	A-S-7

APPROVED ARCHITECT
APPROVED ENGINEER
DATE April 10, 1961

ALABAMA REGISTERED No. 3192 THOMAS ROBERT P. BAKER

LOCATION	TOP FOOTING ELEVATION	BOTTOM FOOTING ELEVATION	PILE CUT-OFF ELEVATION	TYPE FOOTING
A9, W9	13.25	10.25	10.58	F5
A11, W11	15.67	12.67	13.00	F5
B1, B3, B4, E1, V1, V3, V4, S1	11.87	9.37	9.70	F4
B2, B5, V2, V5	11.21	8.21	8.54	F5
B6, B7, B8, V6, V7, V8	11.51	8.12	8.45	F6
D2, T6	11.95	9.88	10.17	F1A
B13, V13	15.67	12.67	13.00	F5
B14, V14	15.67	13.17	13.50	F4B
D8, T8	12.25	9.75	10.08	F4
D9, T9	14.00	10.50	10.83	F7
D10, T10	15.25	11.75	12.08	F8
D11, T11	16.87	13.12	13.45	F6
D1, T1, S1, T1a	10.83	8.33	8.67	F3
S2, E5, S2, S5	11.92	8.42	8.75	F7
E3, E4, S3, S4	13.21	9.71	10.04	F8
E16a, R16a	9.00	6.50	6.83	F3
F11a, H11b, R11a, P11b	16.87	13.87	14.20	F5
G13a, G14a, H12b, P12b, R14a, S13a	16.97	14.37	14.70	F4
G13, Q13	16.87	14.37	14.70	F4
G16, Q16	15.67	12.92	13.25	F4A
H16a, P16a	15.67	13.17	13.50	F3
J1, L1, M1, O1	11.87	9.37	9.70	F3
J2, L2, M2, O2	13.21	10.21	10.54	F5
J5	3.71	(-)0.29	(+) 0.04	F10
K12, N12	16.87	13.37	13.70	F7
K17, N17	15.67	12.67	13.00	F5
O5	9.04	5.54	5.87	F8
Orchestra Pit(6 thus)	3.71	1.71	2.71	F1
Orchestra Pit (4 thus)	3.21	1.21	1.54	F1A

Estimated Pile Tip Elevations:
*El. -22.00 for 12"□ prestressed piles
El. -25.00 for cast-in-place piles

NOTE: All grade beams except GB1, GB2, and GB3 are typical. See Dwg. T-S-3.

NOTES:
1. For General Notes see Dwg. T-S-4.
2. For details of footings see Dwg. T-S-2.
3. ℄'s of footings coincide with the ℄'s of columns unless noted.

FOUNDATION PLAN
SCALE 1/8"=1'-0"

FOOTING PLANS
SCALE 1/4"=1'-0"

CITY OF MOBILE
MOBILE, ALABAMA

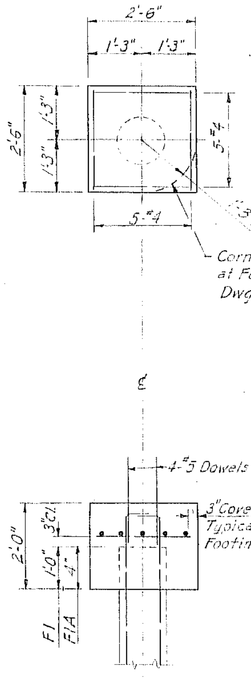
MUNICIPAL AUDITORIUM AND THEATER

FOOTING PLAN

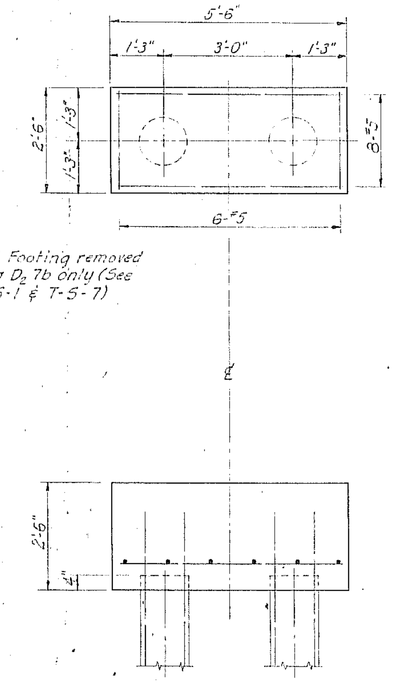
PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL, ECUADOR

DESIGN J. L. M.	DRAWN L.W.E.-JAN.	CHK'D. Z. Ann	SUPV. [illegible]	DWG. NO.
APPROVED		APPROVED [illegible]	DATE	T-S-1
ARCHITECT		ENGINEER		

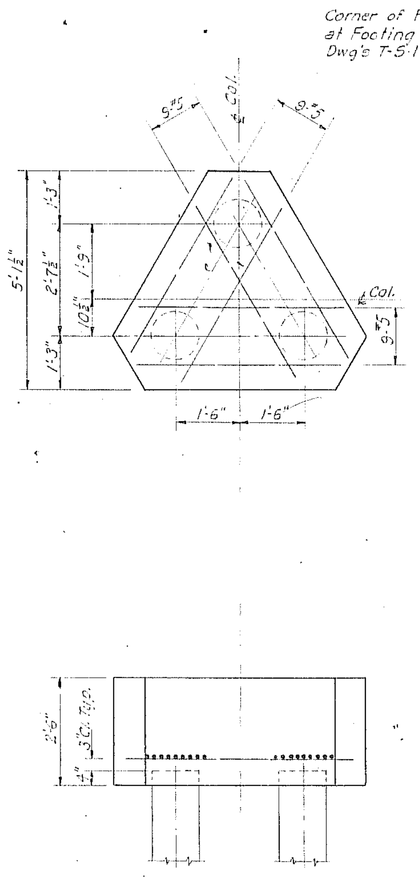
DATE	DESCRIPTION	BY
	REVISIONS	



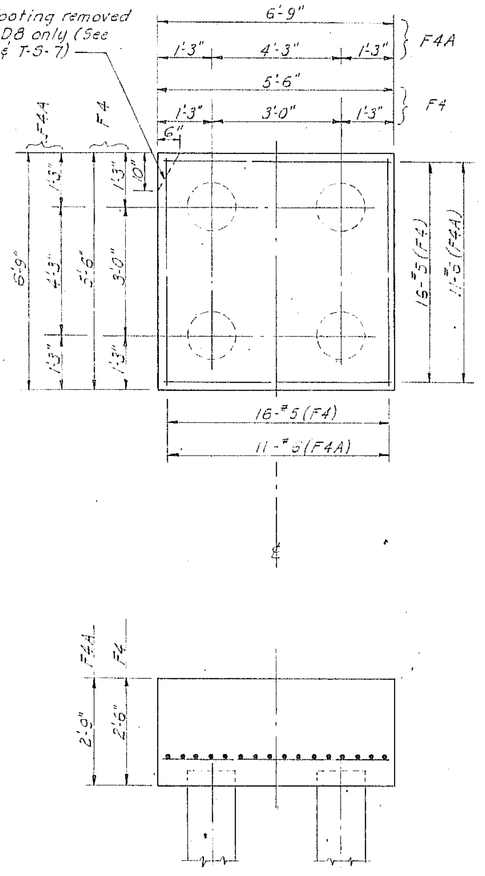
F1 & F1A



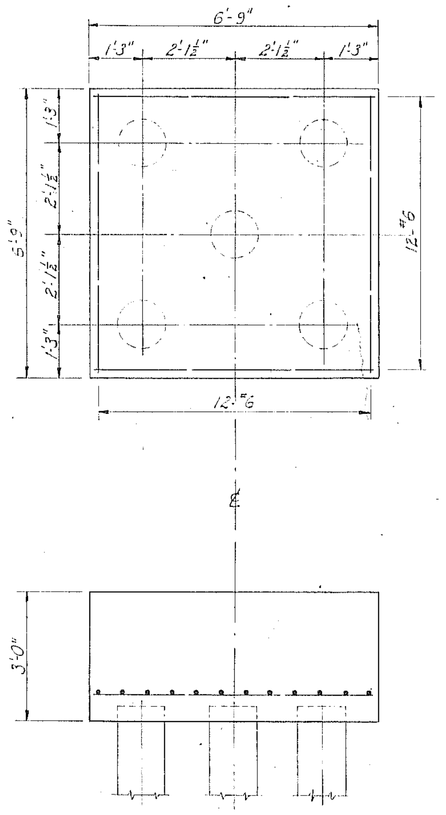
F2



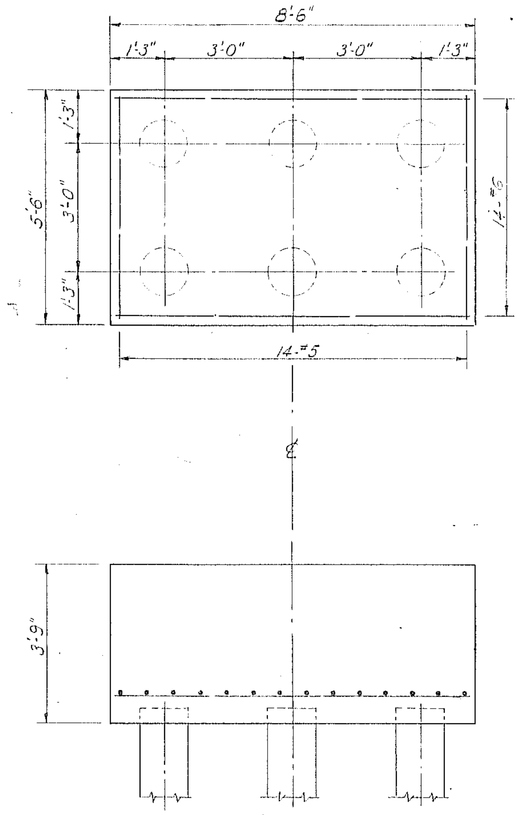
F3



F4 AND F4A



F5



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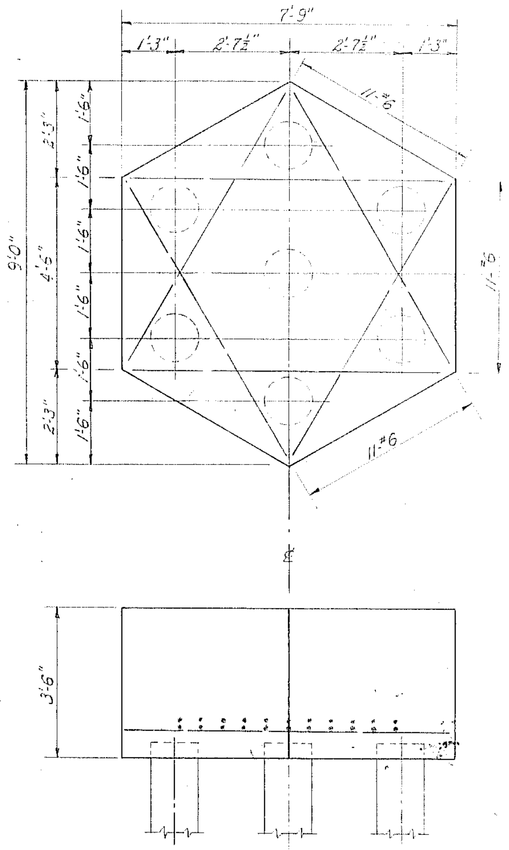

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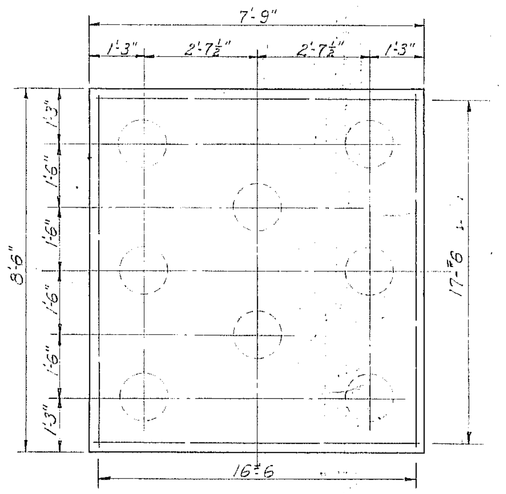
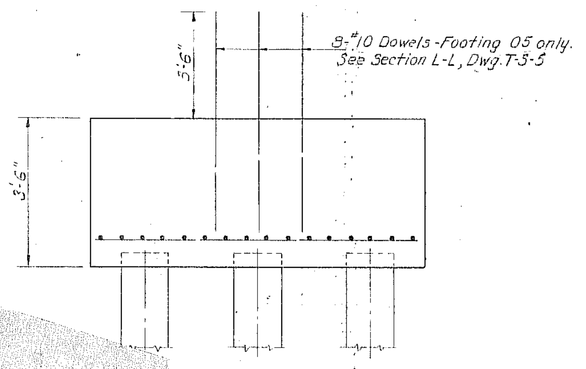
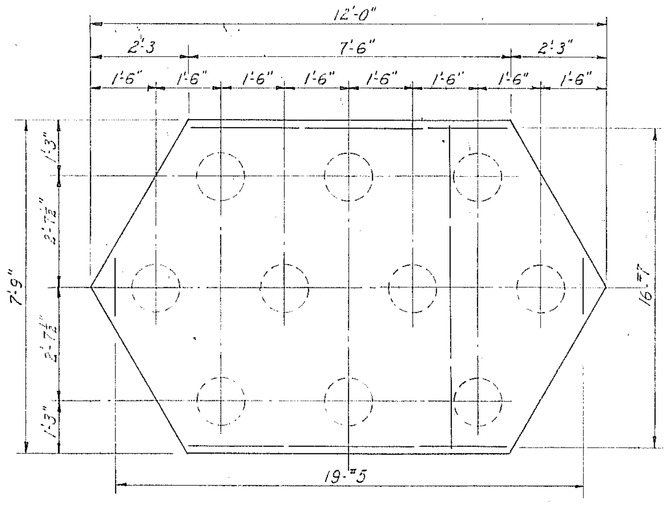
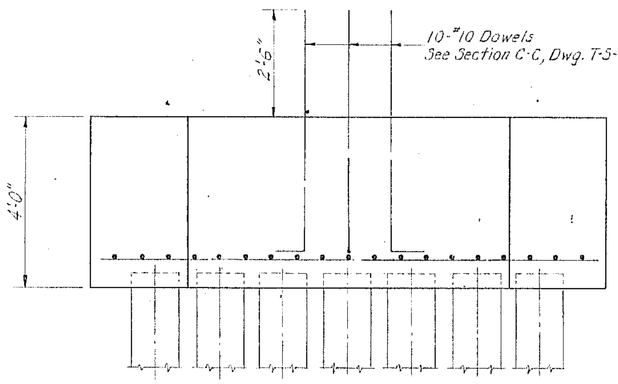


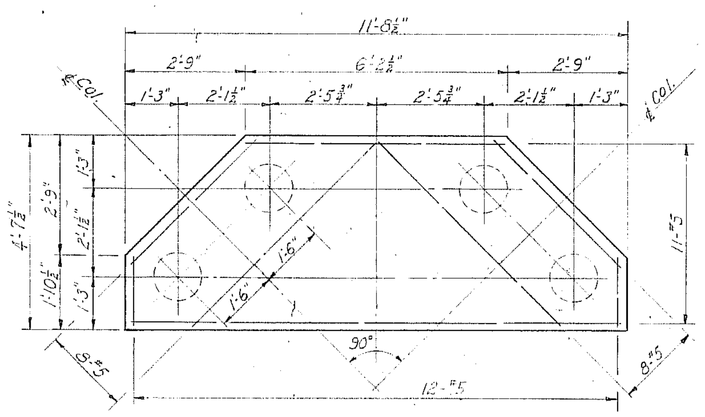


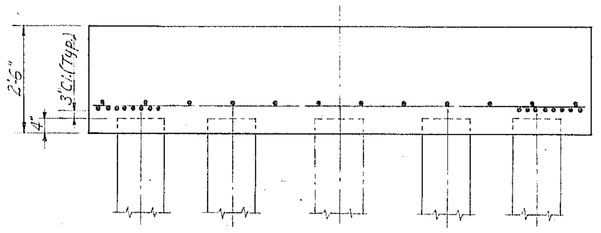
F8





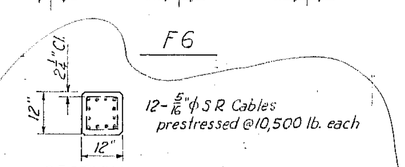
F10



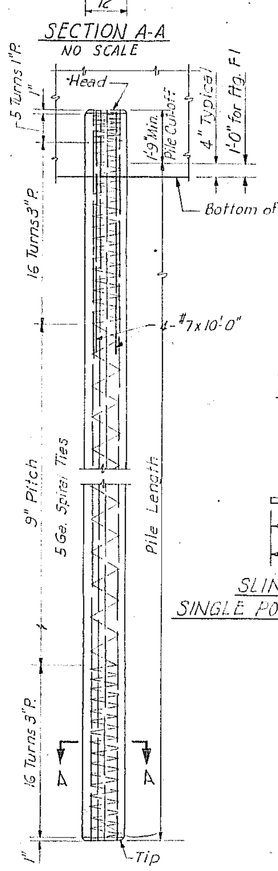


F4B

Scale: ½"=1'-0"

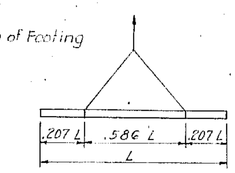


SECTION A-A
NO SCALE

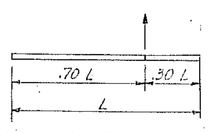


12"□ PRESTRESSED CONCRETE PILE
Maximum Length - 50 Ft. Single Point Pickup
Maximum Length - 72 Ft. Double Point Pickup

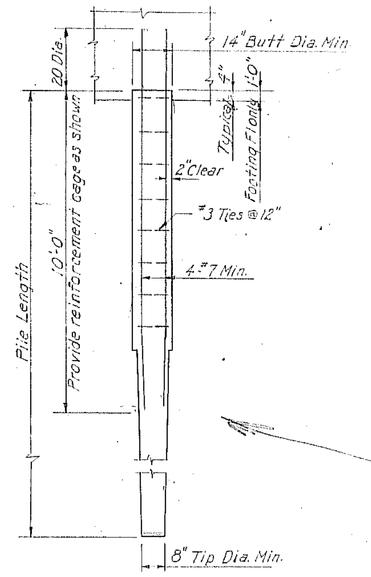
NO SCALE



SLING LOCATION FOR 2-POINT PILE PICK-UP



SLING LOCATION FOR SINGLE POINT PILE PICK-UP



CAST-IN-PLACE PILE
No Scale

NOTES:
1. For General Notes see Dwg. T-5-4.
2. Extend piling reinforcement 20 diameters into all Footings. Bend bars into footing F1 as shown.
3. For sizes and location of Anchor Bolts see Dwgs. T-5-13 and T-5-14.

Scale: ½"=1'-0"

CITY OF MOBILE
MOBILE, ALABAMA

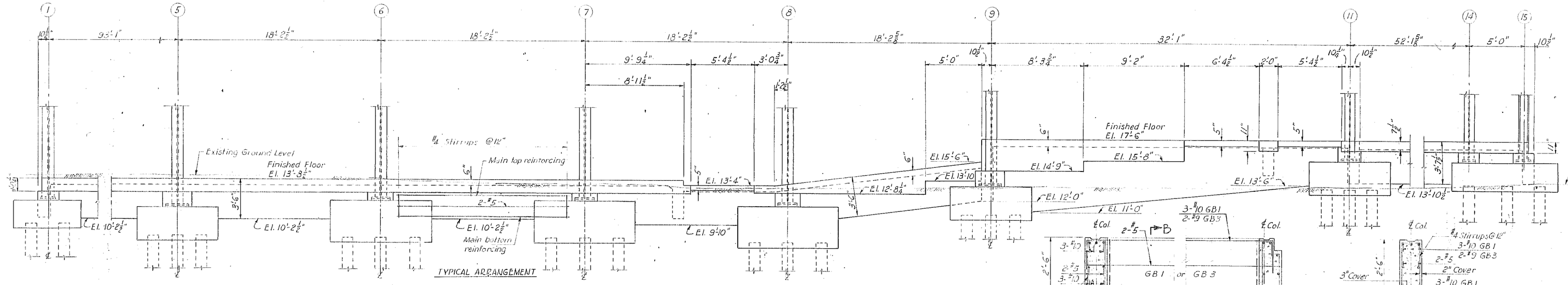
MUNICIPAL AUDITORIUM AND THEATER

FOOTING DETAILS

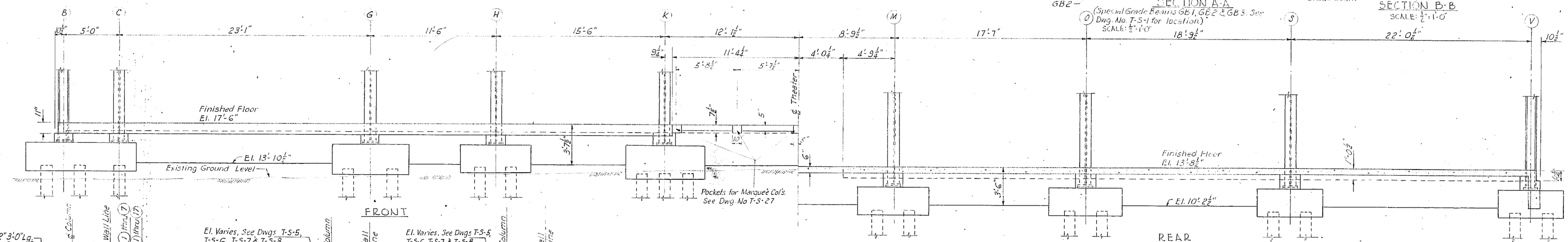
PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL, ECUADOR

DATE	DESCRIPTION	BY
	REVISIONS	

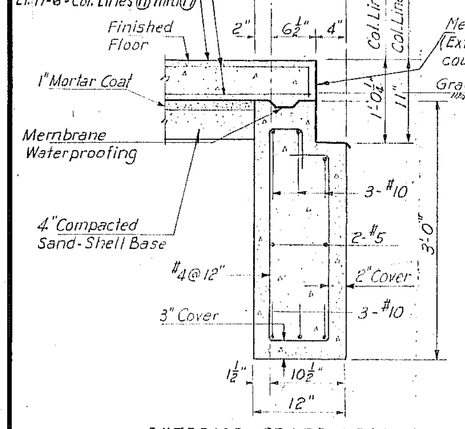
DESIGN	DRAWN	CHKD.	SUPV.	DWG. NO.
J. L. M.	J.A.K.	Z. M. G.	R.P.S.	
APPROVED ARCHITECT	APPROVED ENGINEER	DATE April 10 1961		T-S-2



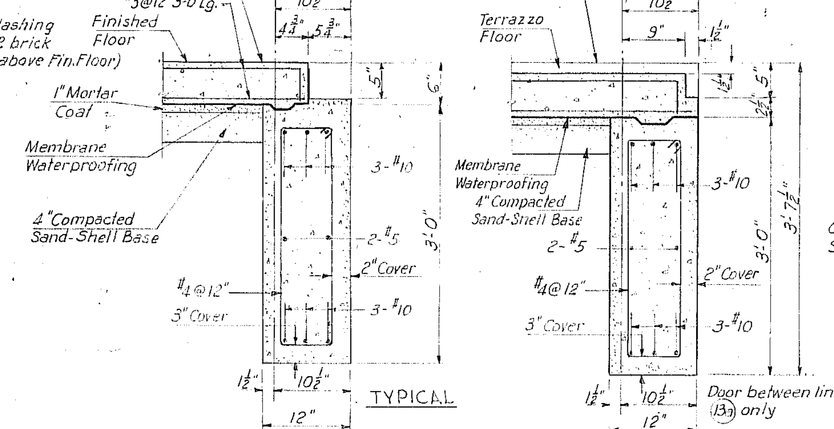
EXTERIOR GRADE BEAMS (LONGITUDINAL)
SCALE: ¼" = 1'-0"



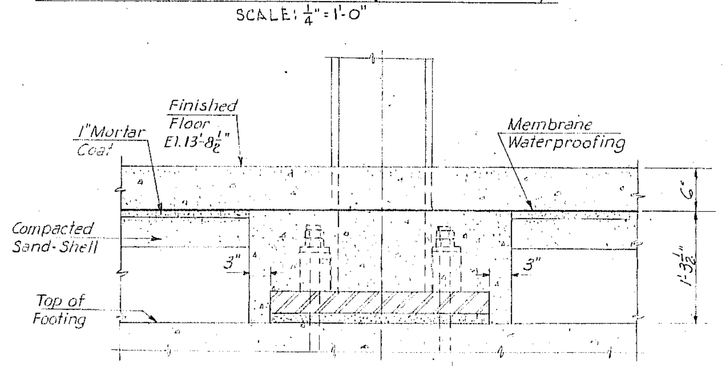
EXTERIOR GRADE BEAMS (TRANSVERSE)
SCALE: ¼" = 1'-0"



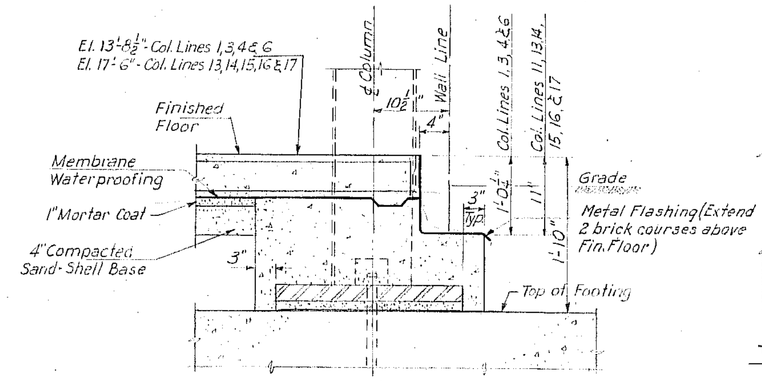
EXTERIOR GRADE BEAM
COL. LINES (1) THRU (7) & (11) THRU (17)
SCALE: 1" = 1'-0"



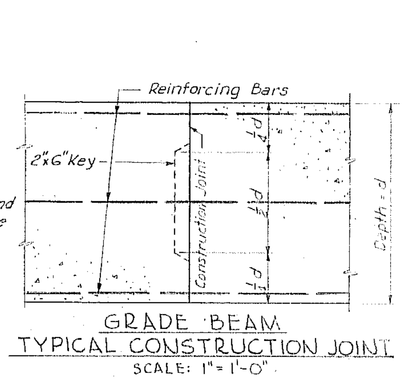
GRADE BEAMS AT EXTERIOR DOORS
SCALE: 1" = 1'-0"



WATERPROOFING DETAILS @ FOOTINGS E2, E5, S2 & S5
SCALE: 1" = 1'-0"

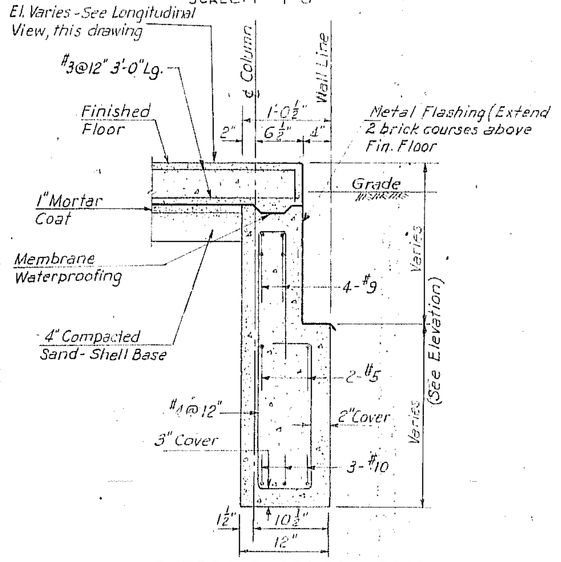


WATERPROOFING DETAILS
EXTERIOR COLUMN LINES 1,3,4,6,11,13,14,15,16,& 17
SCALE: 1" = 1'-0"

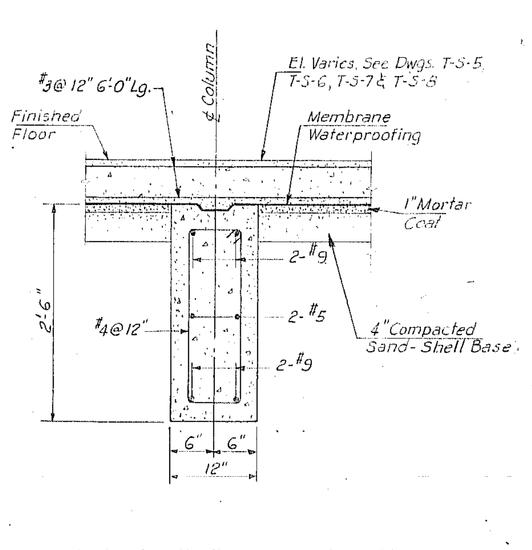


GRADE BEAM
TYPICAL CONSTRUCTION JOINT
SCALE: 1" = 1'-0"

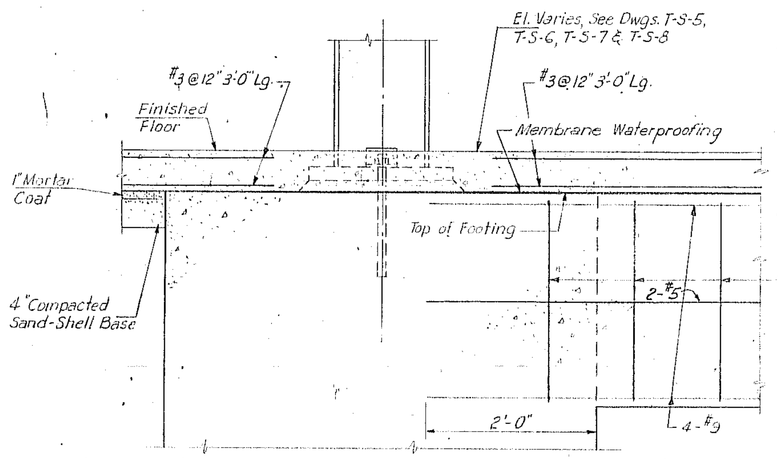
NOTES:
1. For General Notes see Dwg. T-S-4.
2. Grade Beams to be poured monolithic with the footings. Keyed construction joints @ ℄ spans.
3. For Footing and Grade Beam plan see Dwg. T-S-1.
4. For Footing details see Dwg. T-S-2.



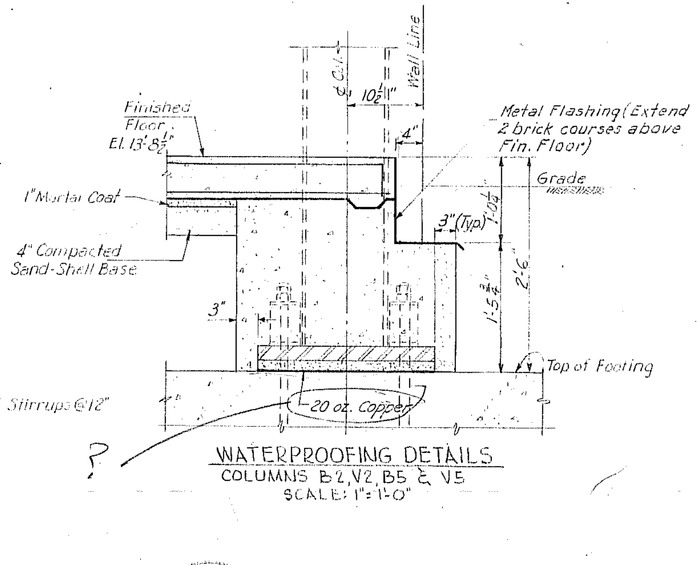
EXTERIOR GRADE BEAM
COL. LINE (B) THRU (11)
SCALE: 1" = 1'-0"



TYPICAL INTERIOR GRADE BEAM
SCALE: 1" = 1'-0"
Unless otherwise noted.



TYPICAL DETAILS AT INTERIOR FOOTING
SCALE: 1" = 1'-0"



WATERPROOFING DETAILS
COLUMNS B-2, V-2, B-5 & V-5
SCALE: 1" = 1'-0"

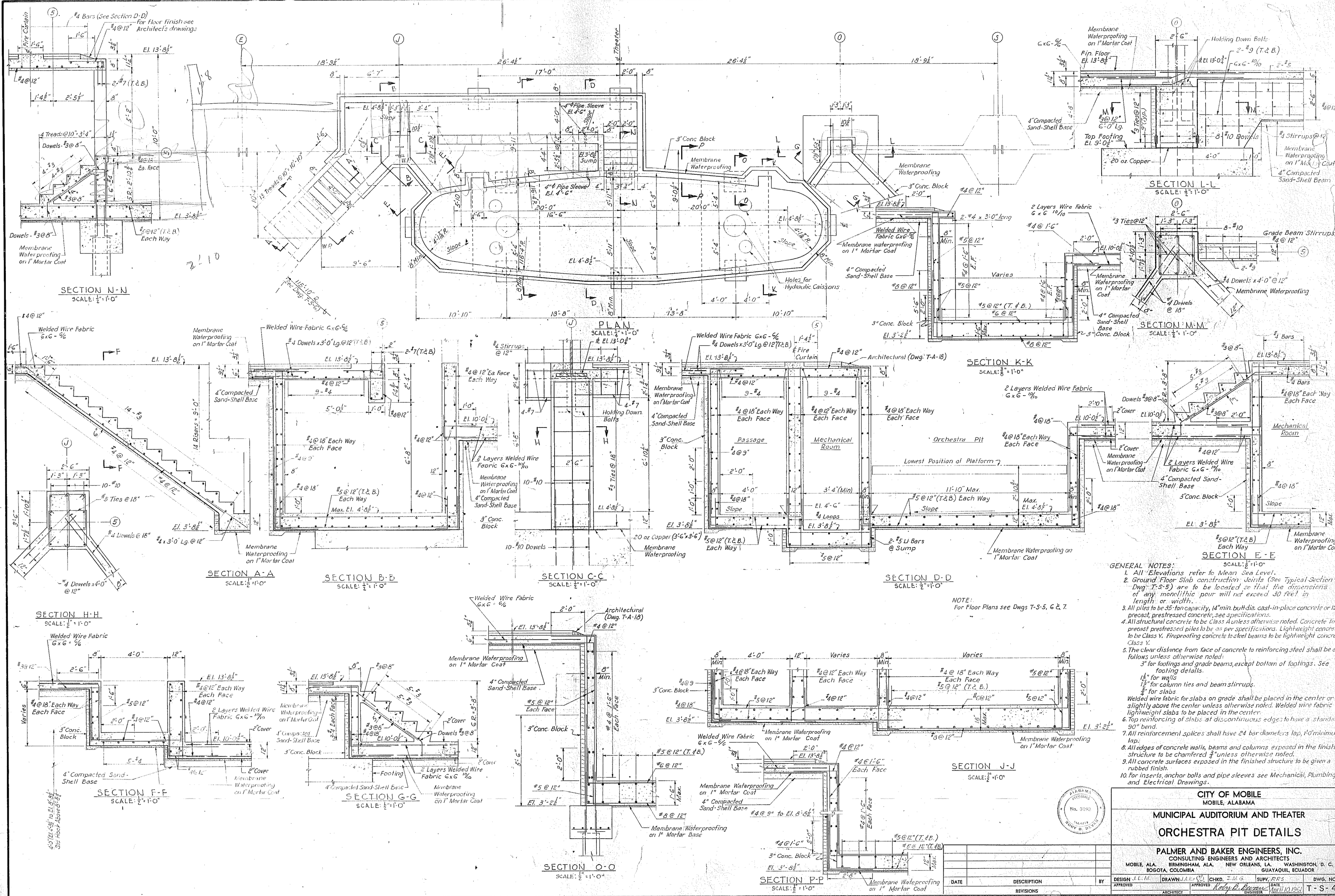
CITY OF MOBILE
MOBILE, ALABAMA

MUNICIPAL AUDITORIUM AND THEATER
GRADE BEAM AND WATERPROOFING DETAILS

PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL, ECUADOR

DATE	DESCRIPTION	BY
	REVISIONS	

DESIGN J.L.M.	DRAWN	CHKD. Z.M.G.	SUPV. R.P.S.	DWG. NO.
APPROVED ARCHITECT	APPROVED Robert P. Stream ENGINEER	DATE April 10, 1961		T-S-3



CITY OF MOBILE
MOBILE, ALABAMA

MUNICIPAL AUDITORIUM AND THEATER

ORCHESTRA PIT DETAILS

PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL, ECUADOR

DESIGN J.L.M.	DRAWN J.A.K.	CHKD. Z.M.G.	SUPV. J.R.S.	DWG. NO.
APPROVED ARCHITECT	APPROVED ENGINEER	DATE April 10, 1961		T-S-4

DATE	DESCRIPTION	BY
	REVISIONS	

ALABAMA REGISTERED No. 3190 ROBT. B. BAKER

SCENERY STORAGE AND SHOP
El. 13'-8½"

STAGE
El. 13'-8½"

ACTING SPACE
El. 13'-5½"

ORCHESTRA PIT

MATCH LINE

MATCH LINE (Ref. Dwg. T-S-6)

SECTION N-N
SCALE ½"=1'-0"

SECTION M-M
SCALE ½"=1'-0"

SECTION FF
SCALE ½"=1'-0"

SECTION J-J
SCALE: ½"=1'-0"

SECTION B-B
SCALE: ½"=1'-0"

SECTION C-C
SCALE: ½"=1'-0"

SECTION D-D
SCALE: ½"=1'-0"

SECTION L-L
SCALE: ½"=1'-0"

TYPICAL CONSTRUCTION JOINT

SECTION K-K
SCALE: ½"=1'-0"

SECTION H-H
SCALE ½"=1'-0"

PLAN
SCALE: ¼"=1'-0"

NOTES:
1. For General Notes see Dwg. T-S-4.
2. For Orchestra Pit details see Dwg. T-S-4
3. For Grade Beam and Footing details see Dwg. T-S-1 thru T-S-3

D.E. BRITT ASSOCIATES, INC.
ENGINEERS
951 GOVERNMENT ST. SUITE 800
MOBILE, ALABAMA

REVISED BY:

ALABAMA REGISTERED No. 3192 ENGINEER

CITY OF MOBILE
MOBILE, ALABAMA

MUNICIPAL AUDITORIUM AND THEATER
GROUND FLOOR SLAB,
SHEET 1 OF 4

PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL, ECUADOR

DATE	DESCRIPTION	BY
11/8/66	Rev. for Mech. Eqm & Omit Service Tunnel	

REVISIONS

DESIGN J.L.M. DRAWN J.A.K. CHKD. Z.M.G. SUPV. RRS DWG. NO.

APPROVED ARCHITECT

APPROVED DATE ENGINEER

T-S-5

Top of Slab El. 13'-8½"

(Ref. Dwg. T-S-5) Match Line

(See Dwg. T-S-7)

Top of Slab El. 13'-4"

El. 13'-4" Bottom
El. 13'-8" Top

1" Recess for Architectural Curb

P.C.

Top of Slab El. 14'-7"

El. 15'-6" Bot.
El. 17'-6" Top

Top of Slab El. 17'-6"

Along R=162'-0"

Along R=153'-7"

Along R=147'-7"

Along R=141'-5"

Along R=135'-3"

Along R=129'-1"

Along R=122'-11"

Along R=114'-5"

Along R=181'-7½"

Along R=193'-6½"

Along R=199'-8½"

Along R=205'-10"

Along R=212'-0"

Along R=218'-2"

Along R=224'-4"

Along R=230'-6"

Along R=236'-8"

Along R=242'-10"

Along R=249'-0"

Along R=255'-2"

Along R=261'-4"

Along R=267'-6"

Along R=273'-8"

Along R=279'-10"

Along R=286'-0"

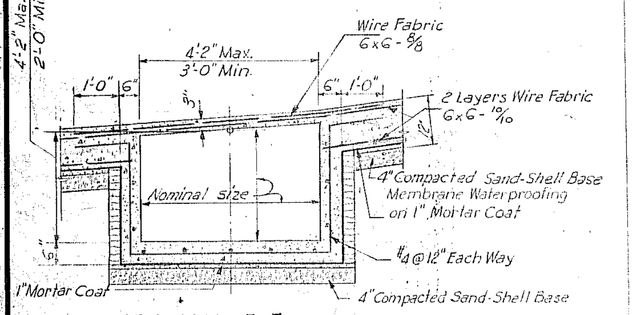
Along R=292'-2"

Along R=298'-4"

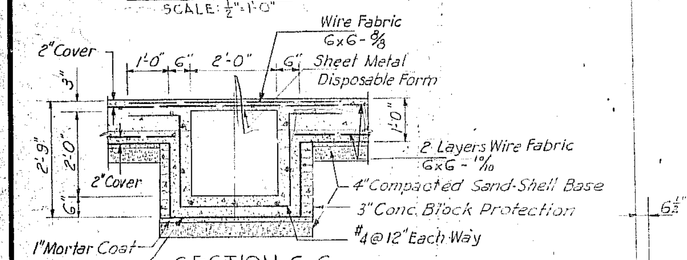
Along R=304'-6"

Along R=310'-8"

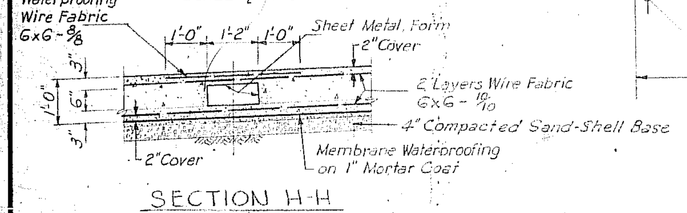
Along



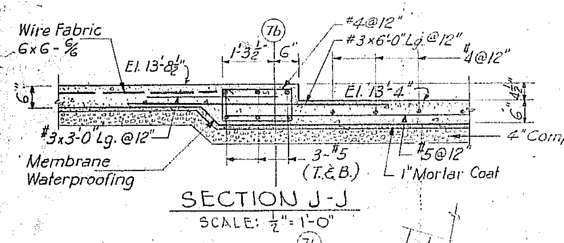
SECTION F-F
SCALE: 1/2" = 1'-0"



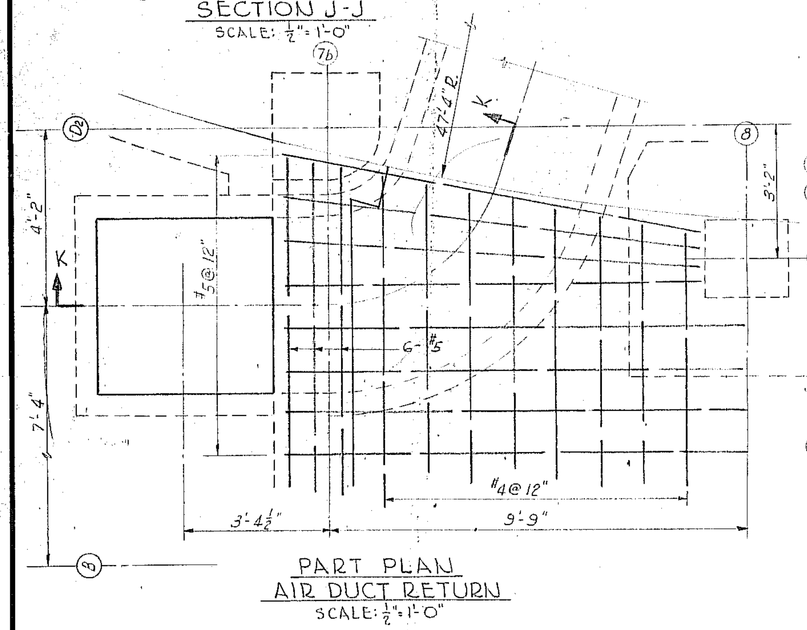
SECTION G-G
SCALE: 1/2" = 1'-0"



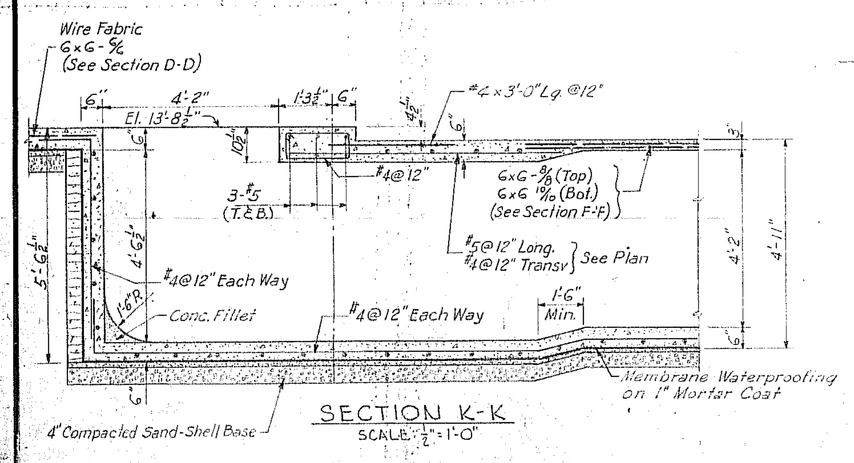
SECTION H-H
SCALE: 1/2" = 1'-0"



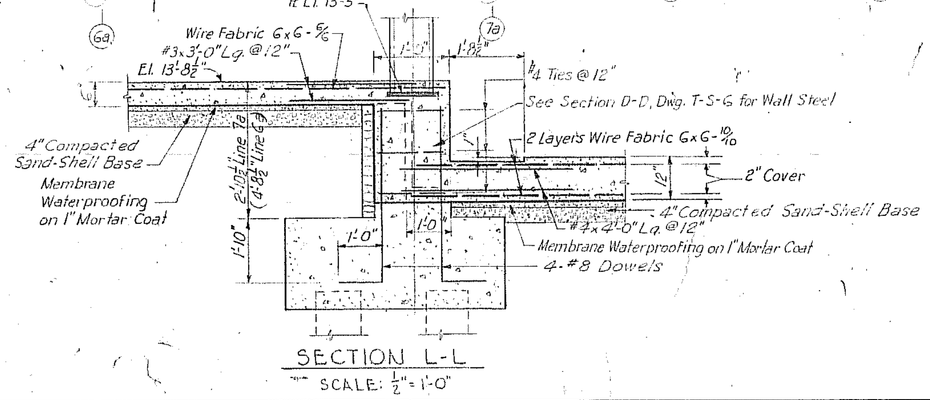
SECTION J-J
SCALE: 1/2" = 1'-0"



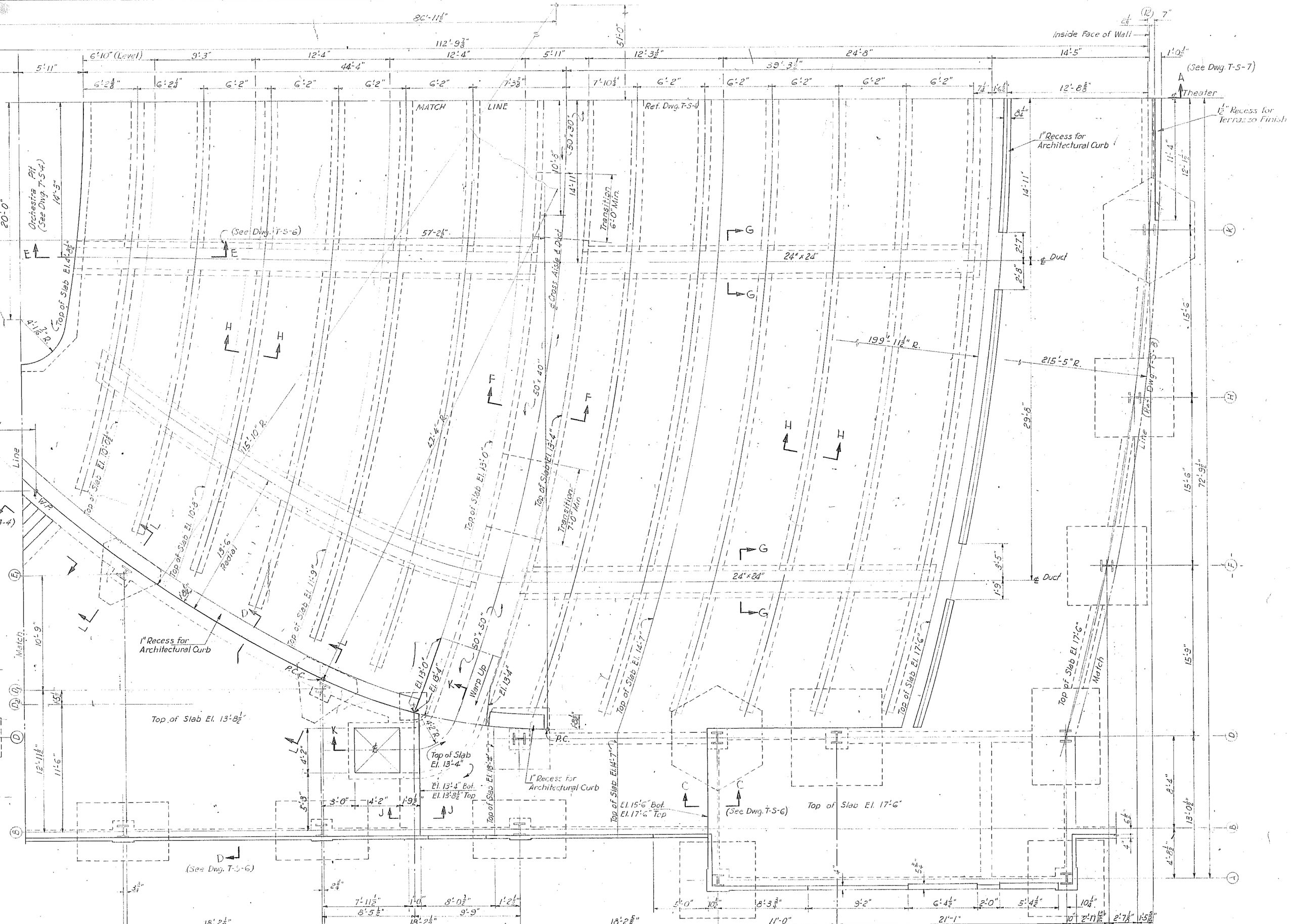
PART PLAN
AIR DUCT RETURN
SCALE: 1/2" = 1'-0"



SECTION K-K
SCALE: 1/2" = 1'-0"



SECTION L-L
SCALE: 1/2" = 1'-0"



PART PLAN
SCALE: 1/8" = 1'-0"

NOTE:
1. For General Notes see Dwg. T-5-4.
2. For additional Details of Mushroom, Floor Ventilators see Dwgs. T-M1.
3. For Location of Ventilator sleeves see Dwg. T-5-6.
4. For Foundation Plan see Dwg. T-5-1.

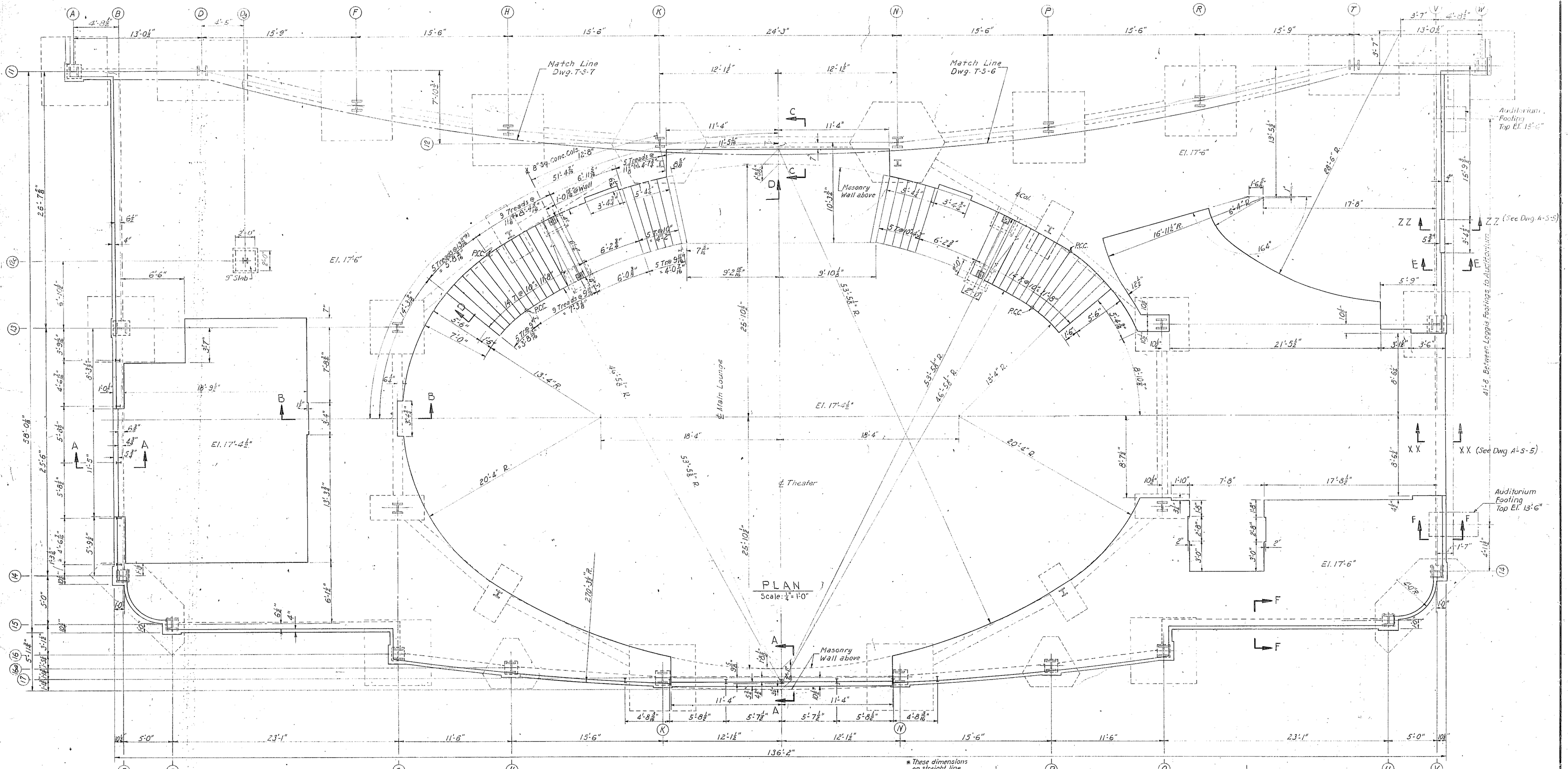
CITY OF MOBILE
MOBILE, ALABAMA

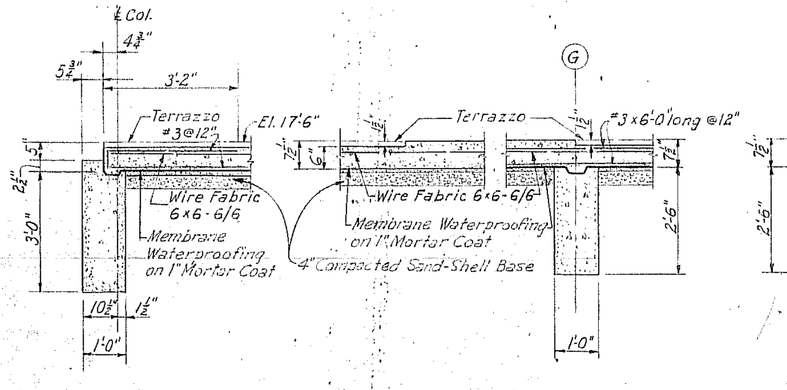
MUNICIPAL AUDITORIUM AND THEATER
GROUND FLOOR SLAB,
SHEET 3 OF 4

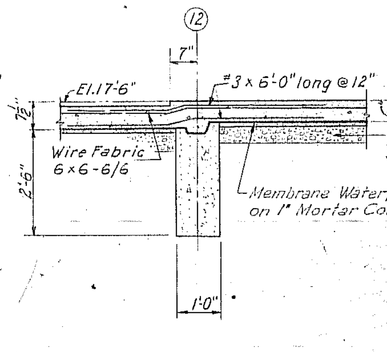
PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL, ECUADOR

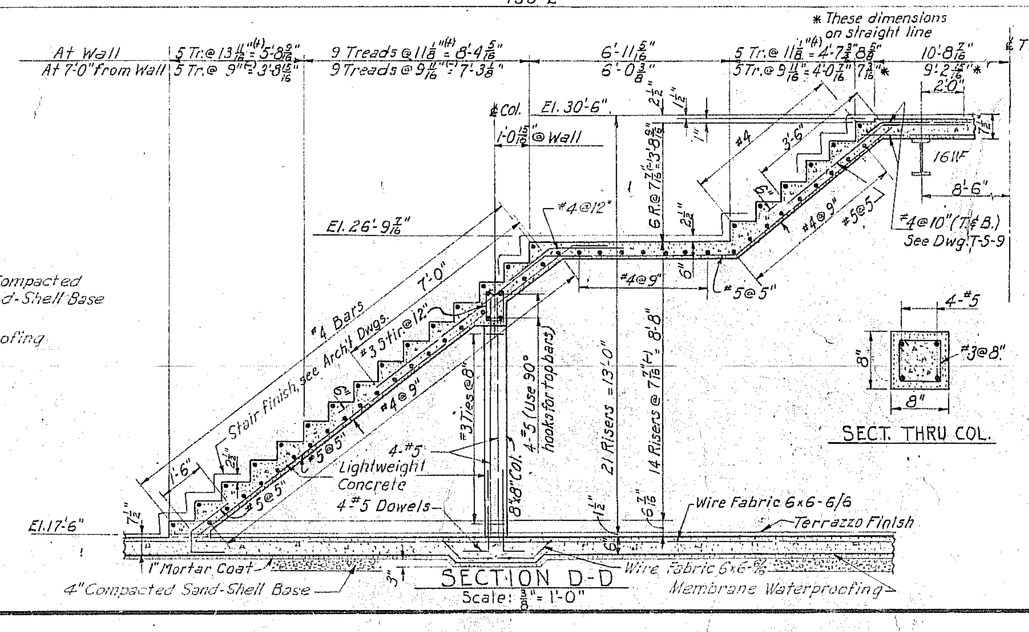
DATE	DESCRIPTION	BY
	REVISIONS	

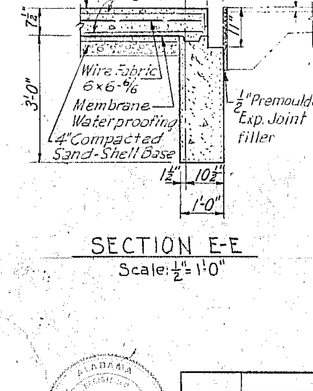
DESIGN J.L.M.	DRAWN C.G.L./J.K.	CHKD. Z.M.G.	SUPV. R.R.S.	DWG. NO.
APPROVED ARCHITECT	APPROVED ENGINEER	DATE April 10, 1961		T-S-7

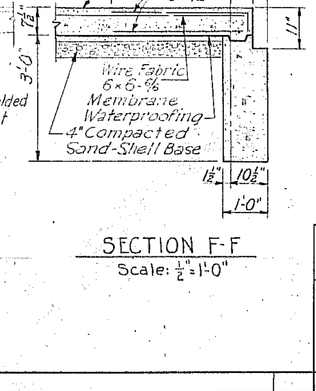












NOTES:
1. For General Notes see Dwg. T-S-4.
2. For Foundation Plan see Dwg. T-S-1.
3. For Column Bases see Dwg. T-S-14 and T-S-27.

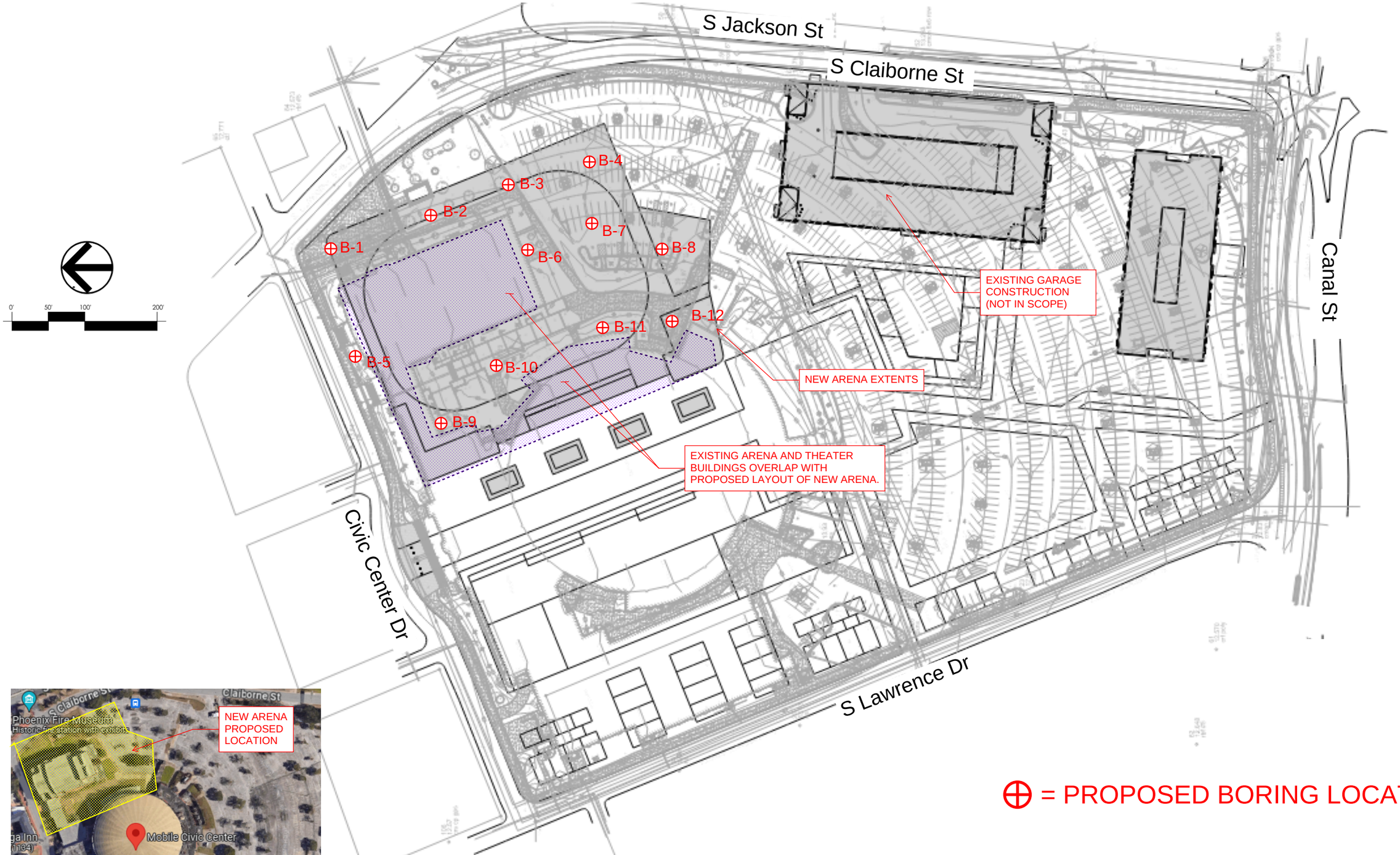
CITY OF MOBILE
MOBILE, ALABAMA

MUNICIPAL AUDITORIUM AND THEATER
GROUND FLOOR SLAB
SHEET 4 OF 4

PALMER AND BAKER ENGINEERS, INC.
CONSULTING ENGINEERS AND ARCHITECTS
MOBILE, ALA. BIRMINGHAM, ALA. NEW ORLEANS, LA. WASHINGTON, D. C.
BOGOTA, COLOMBIA GUAYAQUIL, ECUADOR

DATE	DESCRIPTION	BY
	REVISIONS	

DESIGN J.L.M.	DRAWN J.A.K.	CHKD. E.M.G.	SUPV. R.R.S	DWG. NO.
APPROVED ARCHITECT	APPROVED ENGINEER	DATE April 10, 1961		T-S-8



EXISTING PLAN WITH NEW OVERLAY

⊕ = PROPOSED BORING LOCATIONS

walter p moore 266	Project Name: MOBILE CIVIC CENTER ARENA	Date: 03/06/2024	Sheet: 1
		Content: GEOTECH RFP	
		Eng: EK / Drafter: N/A	
	Client: GOODWYN MILLS CAWOOD, LLC	Proj. No. S03.23039.00	

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/22/2024 - 2:54 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 255, 257, and 259 Dogwood Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **February 27, 2024**, a public hearing will be held on the **2nd day of April, 2024**, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 255, 257, and 259 Dogwood Drive from R-1, Single-Family Residential Suburban District, to B-1, Buffer Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOTS 1 - 3, GOVERNMENT STREET HIGHLAND, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 441 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-1, Buffer Business Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-1, Buffer Business Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form (Attached); 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of April, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 6th day of March, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **255, 257 & 259 Dogwood Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-1** districts until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.**

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

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

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

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

LOTS 1 - 3, GOVERNMENT STREET HIGHLAND, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 441 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-1, Buffer Business Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-1, Buffer Business Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form (Attached); 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

SDC-B1 Subdivision (Gregory B. Saad, Saad Development Corporation, Agent)
255, 257 & 259 Dogwood Drive
Council District 5
Joel Daves

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

January 30, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 considered the request of **SDC-B1 Subdivision (Gregory B. Saad, Saad Development Corporation, Agent)** for a change in zoning from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District** for the property located at **255, 257 & 259 Dogwood Drive.**

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

Voluntary Conditions & Use Restrictions

Subject to the City of Mobile approving the Applications for both zoning from Suburban R-1 single family residential to Suburban B-1 Buffer Business, as the Applicant, I voluntarily place the following conditions and restrictions on the property, which shall apply to the Property so long as the Property is being used for any B-1 Buffer Business use as outlined in the City of Mobile Chart of Uses.

1. Construction Schedule. Exterior construction schedule shall be limited to:
   i. Regular Schedule. Monday – Friday, 6:00 am until 6:00 pm.
   ii. Weekend Schedule. Only in cases of emergencies, due to impact by inclement weather, supply chain delays or deliveries. In all cases, hours of work shall be limited to between 6:00 am until 6:00 pm.
2. Dumpster Pick up. All dumpster trash pickup trucks, including during construction phase, shall be limited to between 7:00 am and 6:00 pm.
3. Lawncare and Parking Lot Cleaning. All lawncare and parking lot cleaning motorized machinery will be limited to between 7:00 am and 6:00 pm. In no event will the irrigation system be limited to specific hours.
4. Permanent Signage. Applicant shall install monument signs for the project.
5. Subdivision Sign. Applicant will either include the name "Government Street Highlands" as part of the monument sign or shall repair the existing Government Street Highlands sign subject to City of Mobile approvals.
6. Provided the City of Mobile approves the west bound left turn lane into the Property, Applicant will not pursue a curb cut onto Dogwood Drive. However, this restriction will not apply under the following circumstances:
   i. The Fire Marshal requires a means of ingress and egress onto Dogwood Drive for emergency purposes. Should the Fire Marshal so determine a Dogwood Drive entrance is required for safety purposes, Applicant will seek approval for a decorative gate to be installed with the customary lock box for emergency use.
   ii. In the event in the future, Dogwood Drive is abandoned as a public road south of the Property, Applicant will be released from this restriction and shall have the right to seek full ingress and egress of that portion of Dogwood Drive remaining, if any.
   iii. Should the City of Mobile deny Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard.

Signed this _____day of_____, 2023.

Gregory B. Saad, Applicant

Applicant Signature ***/G B Saad/, 01/24/2024***

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at See Attached (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property as a condition of the rezoning:

I am the applicant with owner's authorization to submit. If this zoning is approved through the city of Mobile, and I acquire the properties, I voluntarily place the conditions outlined herein below. However, if the zoning request is not approved through the city of Mobile, the restrictions below will not apply.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

See Attached Exhibit 1

The above stated conditions, covenants and restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

See Authorizations signed

Owner Signature — Date

GB Saad

Applicant Signature — Date ~~10/2/23~~ 1.24.2024

STATE OF ALABAMA

COUNTY OF MOBILE

CITY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Gregory B. Saad, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date. Given under my and official seal this the 24th day of January, 2024.

Notary Public

My commission expires: My Commission Expires 2/22/2027

BRANDON W. SCOTT NOTARY PUBLIC ALABAMA STATE AT LARGE

SAAD
REALTY PARTNERS
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Exhibit 1

Voluntary Conditions & Use Restrictions

Subject to the City of Mobile approving the Applications for both zoning from Suburban R-1 single family residential to Suburban B-1 Buffer Business, as the Applicant, I voluntarily place the following conditions and restrictions on the property, which shall apply to the Property so long as the Property is being used for any B-1 Buffer Business use as outlined in the City of Mobile Chart of Uses.

1. Construction Schedule. Exterior construction schedule shall be limited to:
   i. Regular Schedule. Monday – Friday, 6:00 am until 6:00 pm.
   ii. Weekend Schedule. Only in cases of emergencies, due to impact by inclement weather, supply chain delays or deliveries. In all cases, hours of work shall be limited to between 6:00 am until 6:00 pm.
2. Dumpster Pick up. All dumpster trash pickup trucks, including during construction phase, shall be limited to between 7:00 am and 6:00 pm.
3. Lawncare and Parking Lot Cleaning. All lawncare and parking lot cleaning motorized machinery will be limited to between 7:00 am and 6:00 pm. In no event will the irrigation system be limited to specific hours.
4. Permanent Signage. Applicant shall install monument signs for the project.
5. Subdivision Sign. Applicant will either include the name "Government Street Highlands" as part of the monument sign or shall repair the existing Government Street Highlands sign subject to City of Mobile approvals.
6. Provided the City of Mobile approves the west bound left turn lane into the Property, Applicant will not pursue a curb cut onto Dogwood Drive. However, this restriction will not apply under the following circumstances:
   i. The Fire Marshal requires a means of ingress and egress onto Dogwood Drive for emergency purposes. Should the Fire Marshal so determine a Dogwood Drive entrance is required for safety purposes, Applicant will seek approval for a decorative gate to be installed with the customary lock box for emergency use.
   ii. In the event in the future, Dogwood Drive is abandoned as a public road south of the Property, Applicant will be released from this restriction and shall have the right to seek full ingress and egress of that portion of Dogwood Drive remaining, if any.
   iii. Should the City of Mobile deny Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard.

Signed this 24th day of January, 2023.

Gregory B. Saad, Applicant

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 20, 2023

Gregory B. Saad
Saad Development Corporation
3601 Spring Hill Business Park
Suite 200
Mobile, Alabama 36608

Re: 255, 257 & 259 Dogwood Drive
ZON-UDC-002678-2023
SDC-B1 Subdivision
Gregory B. Saad, Saad Development Corporation
District 5
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).

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

At its meeting on November 16, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the rezoning request:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Compatibility. The proposed amendment is compatible with:
- The current development trends, if any, in the vicinity of the subject property;
- Surrounding land uses;
- Would not adversely impact neighboring properties; or
- Cause a loss in property values.

C) Change. Changed or changing conditions in the area make an amendment necessary and desirable.
D) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
4. Full compliance with all municipal codes and ordinances.

The advertising fee for this application will be based on the current legal description and the requested Voluntary Conditions and Use Restrictions form. Please submit the original notarized Voluntary Conditions and Use Restrictions form to the Planning and Zoning Department. Upon receipt of this form, you will be notified of the advertising fee for this application. Upon receipt of the advertising fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 6, 2023

Gregory B. Saad
Saad Development Corporation
3601 Spring Hill Business Park
Suite 200
Mobile, Alabama 36608

Re: 255, 257 & 259 Dogwood Drive
ZON-UDC-002678-2023
SDC-B1 Subdivision
Gregory B. Saad, Saad Development Corporation
District 5
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).

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

At its meeting on November 2, 2023, the Planning Commission considered the above referenced application.

Due to a lack of quorum, the request was heldover until the November 16, 2023, meeting.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

'23OCT27

10-19-2023

RECD BUILD MOBILE
OCT 23 '23 AM9:41

Chuck and Linda Sierke
257 Dogwood Dr.
Mobile, AL 36609

Planing & Zoning/City of Mobile
P.O.Box 1827
Mobile, AL 36633-1827
ATTN: Mr. Bert Hoffman Long Range Planning City of Mobile

Re: Sub-002678-2023/ Sub-002680-2023

Dear sirs,
My name is Chuck Sierke, my wife Linda and I live at 257 Dogwood Dr. Mobile, AL. We are unable to attend the scheduled meeting in person so we are writing this letter in regard to the project: ZON-UDC-002678-2023/Sub-002680-2023 that is under consideration for the development at Airport Blvd and Dogwood Drive. We have been an owner or resident on the street for over 28 years and currently own and reside at the address of 257 Dogwood Dr.
We care about our neighbors and the surrounding area. Times have changed and the little quiet street that was, is no more. There are multiple reasons we feel this property is no longer suited for residential living.
1. The close proximity to commercial businesses around this location: 250 feet to CVS, 500 feet Publix grocery store, 400 feet to Murphy gas station, 1000 feet to the Wells Fargo Bank, 1000 feet to the Marathon gas station, 1500 feet to the Planet Fitness and the Piggly Wiggly.
2. We no longer enjoy sitting on the front porch as we look directly at the CVS dumpster and traffic on University Blvd. We have to close our blinds while having dinner as again, we look at the dumpster at CVS.
3. There is never a time we do not hear cars/trucks, wrecks, sirens and music from vehicles. We cannot open our windows because of the seemingly constant noise level.
4. We now have pedestrians cutting through our yard, to the side of 255 Dogwood to Airport Blvd.
5. We also feel that this is a good project for the location and

that the developer is very cognizant and considerate of the neighborhood concerns.

6. The covenants of the subdivision have been vacated and the developer has presented a project that meets or exceeds all the requirements to proceed with the project.

7. The developer provided a traffic impact study showing there will be very little impact to Dogwood Dr. residents or the surrounding neighborhoods due to this project. Also, the developer is providing a much larger buffer or green space between the building and the adjoining property owners. Providing them with far more privacy and buffer than required. This showed us just how much the developer cares about Mobile and the residents in the surrounding area.

8. Through the years, the street has become a cut through during high traffic times resulting in more traffic and noise on the street that is only getting worse.

Thank you again for your consideration.

Best regards,

Chuck and Linda Sierke
257 Dogwood Dr.
Mobile, AL 36609
251-404-5190

ECD BULD MOBILE
OCT 23 '23 AM9:41

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 255, 257, 259 Dogwood Drive
ZON-UDC-002678-2023
SDC -B1 Subdivision
Gregory B. Saad, Saad Development Corporation
District 5
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m. to consider your above referenced application.

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

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 255, 257, 259 Dogwood Drive
ZON-UDC-002678-2023
SDC -B1 Subdivision
Gregory B. Saad, Saad Development Corporation
District 5
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m., to consider the above referenced application.

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

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1), to Buffer Business Suburban District (B-1); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

Zoning Request SDC-B1 Airport Boulevard and Dogwood Drive

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	$1,500
Rezoning, Text Amendment, or Specific Area Plan	$500
Planned Development	$500
Planning Approval or Planned Unit Development	$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

- ☐ **Conditional Use Permits** — Checklist A
- ■ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- ☐ **Planned Development** — Checklist C
- ☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

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

	Applicant	Agent (If Applicable)
Name:	Gregory B. Saad	Gregory B. Saad
Firm:	Saad Development Corporation	Saad Development Corporation
Phone:	251-709-0330	251-709-0330
Email:	gregsaad@saad.com	gregsaad@saad.com
Address:	3601 Spring Hill Business Park, Suite 200 Mobile, AL 36608	3601 Spring Hill Business Park, Suite 200 Mobile, AL 36608

GS

	Owner	Design Professional
Name:	See Attached Exhibit A List of Owners	HDS Architecture and GMC
Firm:	See Attached Exhibit A	See Attached Exhibit A
Phone:	See Attached Exhibit A	See Attached Exhibit A
Email:	See Attached Exhibit A	See Attached Exhibit A
Address:	See Attached Exhibit A	See Attached Exhibit A

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

SEE ATTACHED EXHIBIT A
Property Address

2.82 ACRES SEE ATTACHED EXHIBIT A
Property Area (acres or square feet)

SEE ATTACHED EXHIBIT A
Parcel Number(s) or Key Number(s)

Suburban Single Family Residential
Present Zoning or Transect District

R1 Single Family Suburban to B1 Buffer Business Suburban
Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature

Date

GB Saad
Applicant or Agent Signature (if applicable)

October 1, 2023
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

GB Saad
Applicant or Agent Signature

October 1, 2023
Date

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

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   SEE ATTACHED EXHBIT A - CHECKLIST B

   Low Density Residential
   Future Land Use Map (FLUM) Designation

   R-1 to B-1 SEE ATTACHED EXHBIT A - CHECKLIST B
   Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error
   SEE ATTACHED EXHBIT A - CHECKLIST B

3. Describe how this proposal promotes the community's health, safety, and welfare.
   SEE ATTACHED EXHBIT A - CHECKLIST B.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   SEE ATTACHED EXHBIT A - CHECKLIST B

gs

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   SEE ATTACHED EXHBIT A - CHECKLIST B

2. Describe the surrounding land uses.
   SEE ATTACHED EXHBIT A - CHECKLIST B

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   SEE ATTACHED EXHBIT A - CHECKLIST B

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   SEE ATTACHED EXHBIT A - CHECKLIST B

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   SEE ATTACHED EXHBIT A - CHECKLIST B

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

Not Applicable

gs

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at See Attached (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property as a condition of the rezoning:

I am the applicant with owner's authorization to submit. If this zoning is approved through the city of Mobile, and I acquire the properties, I voluntarily place the conditions outlined herein below. However, if the zoning request is not approved through the city of Mobile, the restrictions below will not apply.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

See Attached Exhibit 1

The above stated conditions, covenants and restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

See Authorizations signed

Owner Signature — Date

GB Saad

Applicant Signature — Date 10/2/23

STATE OF ALABAMA

COUNTY OF MOBILE

CITY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Gregory B. Saad, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.
Given under my and official seal this the _____ day of _____, _____.

Notary Public

My commission expires: _____

SAAD
REALTY PARTNERS
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Voluntary Conditions & Use Restrictions

Subject to the City of Mobile approving the Applications for both zoning from Suburban R-1 single family residential to Suburban B-1 Buffer Business, as the Applicant, I voluntarily place the following conditions and restrictions on the property, which shall apply to the Property so long as the Property is being used for any B-1 Buffer Business use as outlined in the City of Mobile Chart of Uses.

1. Construction Schedule. Exterior construction schedule shall be limited to:
   i. Regular Schedule. Monday – Friday, 6:00 am until 6:00 pm.
   ii. Weekend Schedule. Only in cases of emergencies, due to impact by inclement weather, supply chain delays or deliveries. In all cases, hours of work shall be limited to between 6:00 am until 6:00 pm.
2. Dumpster Pick up. All dumpster trash pickup trucks, including during construction phase, shall be limited to between 7:00 am and 6:00 pm.
3. Lawncare and Parking Lot Cleaning. All lawncare and parking lot cleaning motorized machinery will be limited to between 7:00 am and 6:00 pm. In no event will the irrigation system be limited to specific hours.
4. Permanent Signage. Applicant shall install monument signs for the project.
5. Subdivision Sign. Applicant will either include the name "Government Street Highlands" as part of the monument sign or shall repair the existing Government Street Highlands sign subject to City of Mobile approvals.
6. Provided the City of Mobile approves the west bound left turn lane into the Property, Applicant will not pursue a curb cut onto Dogwood Drive. However, this restriction will not apply under the following circumstances:
   i. The Fire Marshal requires a means of ingress and egress onto Dogwood Drive for emergency purposes. Should the Fire Marshal so determine a Dogwood Drive entrance is required for safety purposes, Applicant will seek approval for a decorative gate to be installed with the customary lock box for emergency use.
   ii. In the event in the future, Dogwood Drive is abandoned as a public road south of the Property, Applicant will be released from this restriction and shall have the right to seek full ingress and egress of that portion of Dogwood Drive remaining, if any.
   iii. Should the City of Mobile deny Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard.

Signed this _____ day of _____, 2023.

Gregory B. Saad, Applicant

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

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

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
DocuSigned by: P C Sierke Signature of Property Owner	October 3, 2023 | 8:47:37 AM PDT Date

DocuSign Envelope ID: BAE45F66-DE78-4D03-BC[illegible]CA81B9AC553

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Stephen A. Stokes, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 259 Dogwood Drive, Mobile, Alabama 36609.

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

GREGORY B. SAAD	
Designee (1)	Designee (2)
gregsaad@saad.com	
Email	Email
251.709.0330	
Phone Number	Phone Number
DocuSigned by: [signature]	October 3, 2023 | 8:48:08 AM PDT
Signature of Property Owner	Date

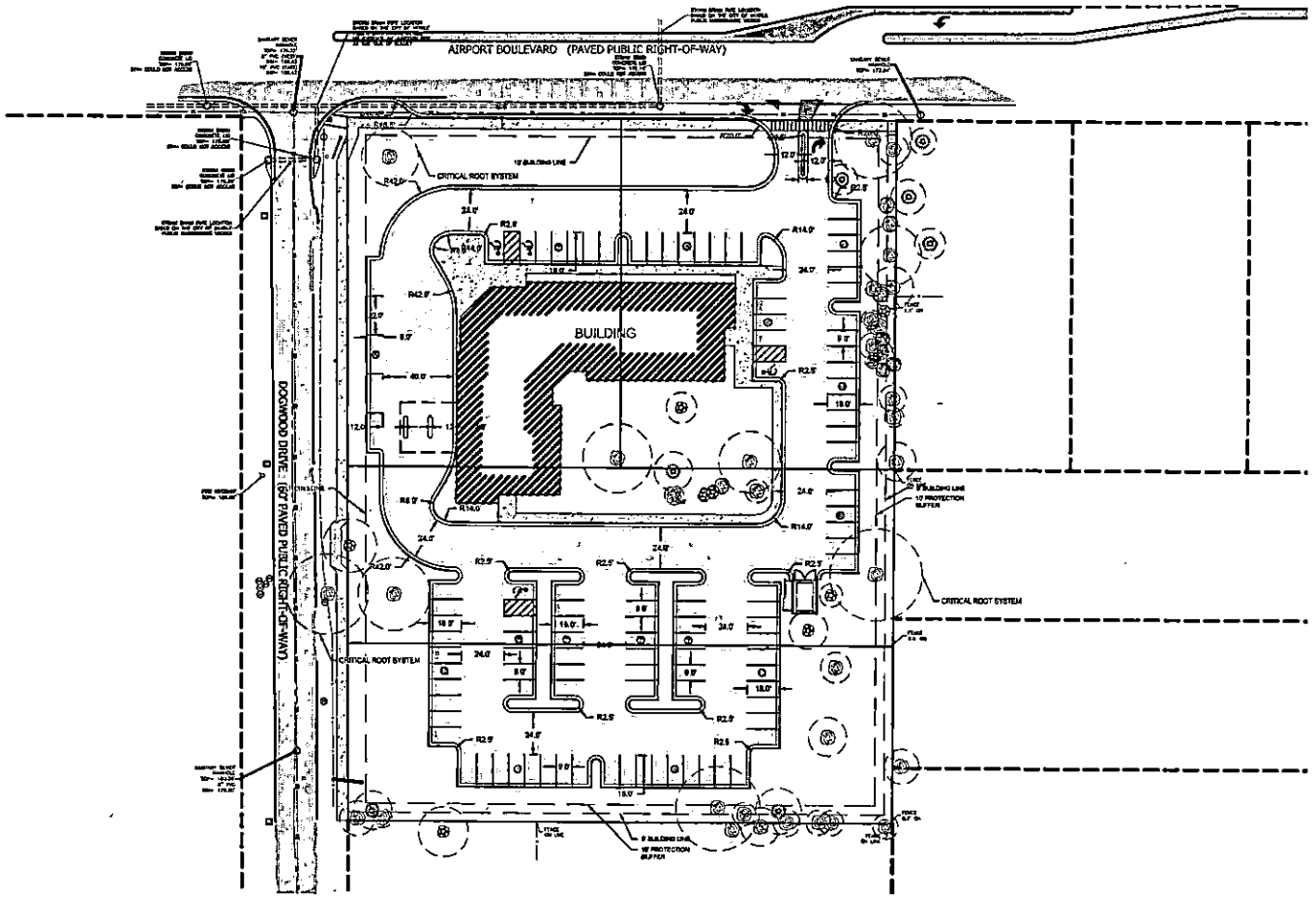
City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

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

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Linda Sierke Signature of Property Owner	October 3, 2023 | 11:01:15 AM PDT Date



SITE DATA TABLE	
CITY OF MOBILE MOBILE COUNTY, ALABAMA	
PROPOSED SITE AREA:	2.8 AC.
ADDRESS:	AIRPORT BLVD
ZONING:	
BUILDING S.F.	APPROX. 11,930 S.F.
YARD SETBACKS:	
FRONT:	10'
SIDE:	10'
REAR:	10'
PARKING REQ'D:	60 SPACES
PARKING PROVIDED:	116 (INC. 4 H/C)

REV #	DATE	DESCRIPTION

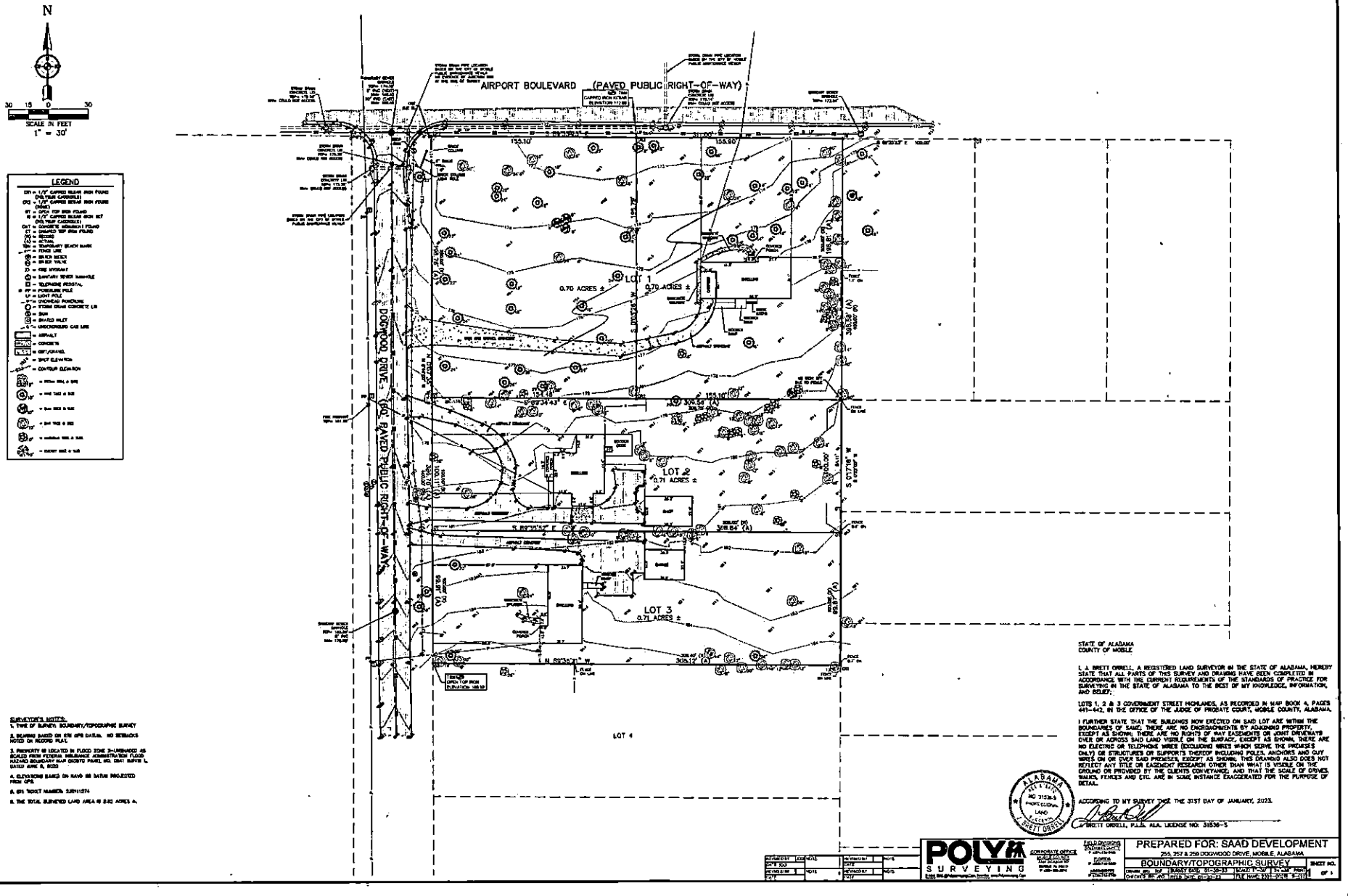
ANCHOR
50 N. Florida Street
Mobile, Alabama 36607
P: 251.459.8480

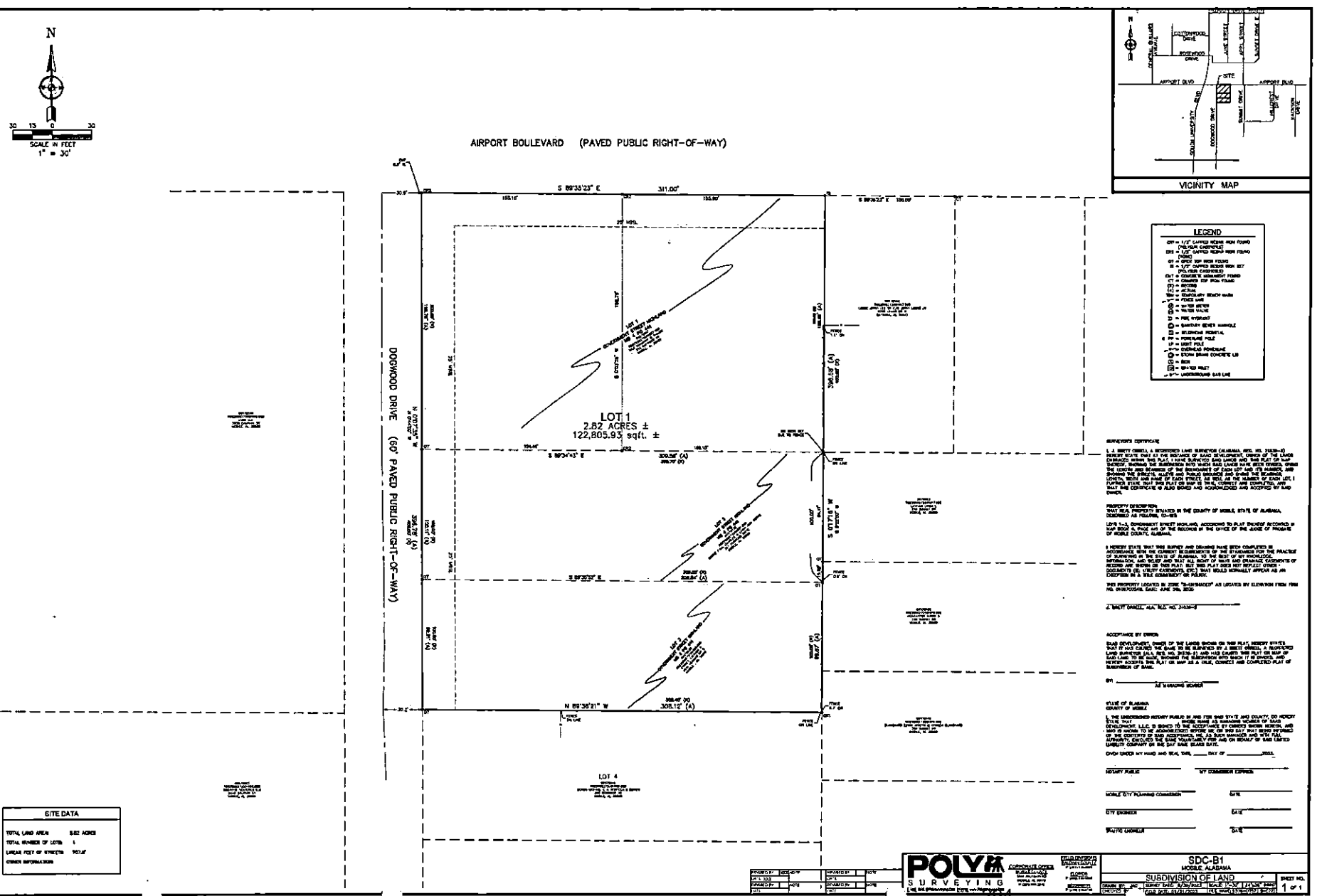
SITE CONCEPTUAL LAYOUT

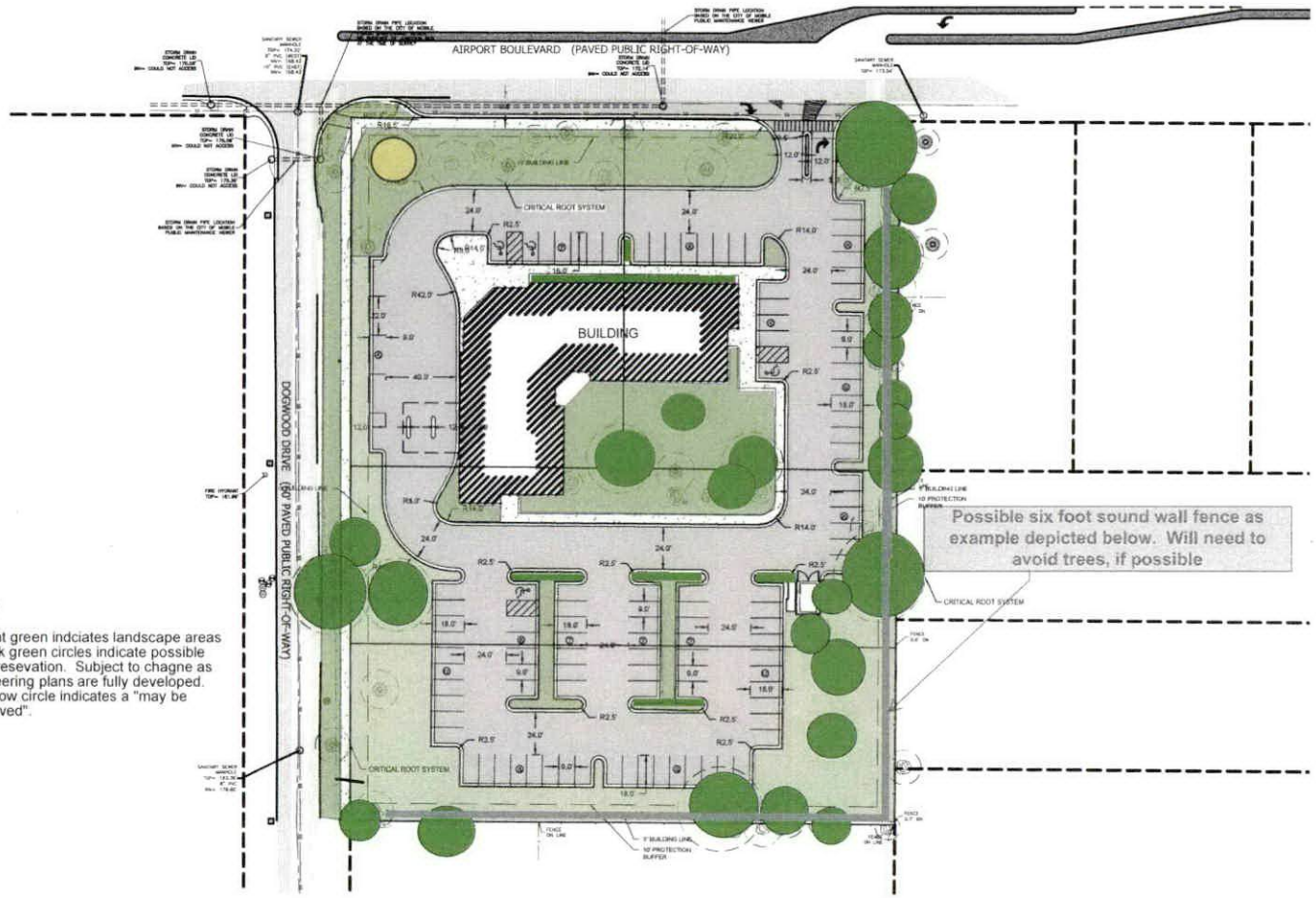
SAAD DEVELOPMENT
MOBILE, ALABAMA

SITE JURISDICTION - CITY OF MOBILE

JOB NO.	23-0024
REVISED	-
DATE	8/28/2023
SCALE	1" = 30'
SHEET	1 of 1


N
30 15 0 30
SCALE IN FEET
1" = 30'
LEGEND
AIRPORT BOULEVARD (PAVED PUBLIC RIGHT-OF-WAY)
DOGWOOD DRIVE (50' PAVED PUBLIC RIGHT-OF-WAY)
LOT 1
0.70 ACRES ±
LOT 2
0.71 ACRES ±
LOT 3
0.71 ACRES ±
LOT 4
SURVEYOR'S NOTES:
1. TYPE OF SURVEY: BOUNDARY/TOPOGRAPHIC SURVEY
2. BEARINGS BASED ON GPS GRID DATUM. NO SETBACKS NOTED ON RECORD PLAT.
3. PROPERTY IS LOCATED IN FLOOD ZONE X-UNSHADED AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD HAZARD BOUNDARY MAP (SCOPE PANEL NO. 0041 SUFFIX L DATED JUNE 6, 2000
4. ELEVATIONS BASED ON NAVD 88 DATUM PROJECTED FROM GPS.
5. GPS "ROVER" NUMBER: SURVEY274
6. THE TOTAL SURVEYED LAND AREA IS 2.42 ACRES ±.
STATE OF ALABAMA
COUNTY OF MOBILE
I, A. BRETT ORRELL, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF;
LOTS 1, 2 & 3 GOVERNMENT STREET HIGHLANDS, AS RECORDED IN MAP BOOK 4, PAGES 441-442, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA.
I FURTHER STATE THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME; THERE ARE NO ENCROACHMENTS BY ADJOINING PROPERTY, EXCEPT AS SHOWN; THERE ARE NO RIGHTS OF WAY EASEMENTS OR JOINT DRIVEWAYS OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE, EXCEPT AS SHOWN; THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREOF INCLUDING POLES, ANCHORS AND GUY WIRES ON OR OVER SAID PREMISES, EXCEPT AS SHOWN; THIS DRAWING ALSO DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE; AND THAT THE SCALE OF DRIVES, WALKS, FENCES AND ETC. ARE IN SOME INSTANCE EXAGGERATED FOR THE PURPOSE OF DETAIL.
ACCORDING TO MY SURVEY THIS THE 31ST DAY OF JANUARY, 2023.
A. BRETT ORRELL, P.L.S. ALA. LICENSE NO. 31536-S
ALABAMA
NO. 31536-S
PROFESSIONAL
LAND
SURVEYOR
A. BRETT ORRELL
POLY SURVEYING
PREPARED FOR: SAAD DEVELOPMENT
255, 257 & 259 DOGWOOD DRIVE, MOBILE, ALABAMA
BOUNDARY/TOPOGRAPHIC SURVEY
SHEET NO.
1 OF 1


N
30 15 0 30
SCALE IN FEET
1" = 30'
AIRPORT BOULEVARD (PAVED PUBLIC RIGHT-OF-WAY)
DOGWOOD DRIVE (60' PAVED PUBLIC RIGHT-OF-WAY)
S 89°35'23" E
311.00'
N 89°36'21" W
305.12' (M)
LOT 1
2.82 ACRES ±
122,805.93 sq.ft. ±
LOT 4
VICINITY MAP
SITE
CUTTINGWOOD DRIVE
ROSEWOOD DRIVE
JUNE STREET
APRIL STREET
MAYDELL DRIVE
SUMMIT DRIVE
LAUGHLIN DRIVE
RAVENCREST DRIVE
LEGEND
SITE DATA
TOTAL LAND AREA 2.82 ACRES
TOTAL NUMBER OF LOTS 1
LINEAR FEET OF STREETS 902.00'
OWNER INFORMATION
SURVEYOR'S CERTIFICATE
PROPERTY DESCRIPTION:
ACCEPTANCE BY OWNER
STATE OF ALABAMA
COUNTY OF MOBILE
MOBILE CITY PLANNING COMMISSION
CITY ENGINEER
TRAFFIC ENGINEER
DATE
POLY SURVEYING
SDC-B1
MOBILE ALABAMA
SUBDIVISION OF LAND
SHEET NO. 1 OF 1



Notes:

1. Light green indciates landscape areas
2. Dark green circles indicate possible tree presevation. Subject to chagne as engineering plans are fully developed.
3. Yellow circle indicates a "may be preserved".

This plan is presented as a conceptual plan. Applicant reserves the right to modify as allowed under applicable zoning and building code regualtions.

REV #	DATE	DESCRIPTION

ANCHOR
50 N. Florida Street
Mobile, Alabama 36607
P: 251.459.8480

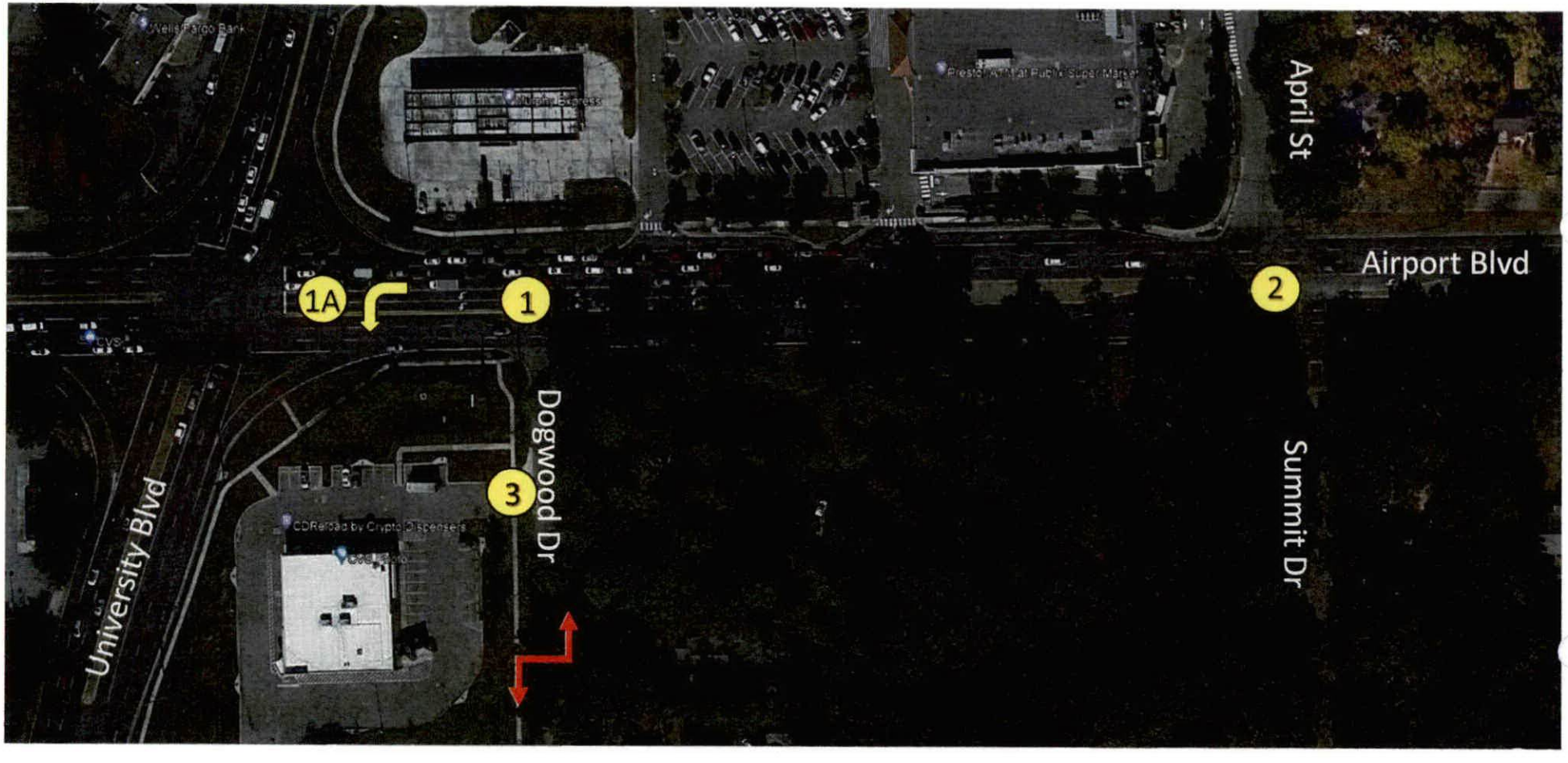
SITE CONCEPTUAL LAYOUT

SAAD REALTY PARTNERS
SAAD DEVELOPMENT CORPORATION

SITE JURISDICTION - CITY OF MOBILE

JOB NO.	23-0024
REVISED	-
DATE	9/28/2023
SCALE	1" = 30'
SHEET	1 of 1

5/2/23 Darrell, please conduct the following traffic counts shown below in Mobile, AL. Please conduct turning movement counts from 7-9 am, 2:15 to 3:45 pm, and 4-6 pm at 1) Airport Blvd at Dogwood Dr; 1A) Airport Blvd at University Blvd (WB lefts only); 2) Airport Blvd at Summit Dr/April St; and 3) Dogwood Drive at CVS driveway. Please also conduct a 24-hour bidirectional count WITH SPEED on Dogwood Drive south of Airport Blvd and the CVS driveway (but not at the speed hump). Please count as soon as possible since school is winding down. Questions, let us know. Thanks! – Julie



MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

STEWART HEATHER
276 SUMMITT DR
MOBILE, AL 36609-2437

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LUSTERIO KATERINA
C/O HALFORD WILLIAM & BRANDI HALFORD
277 DOGWOOD DR
MOBILE, AL 36609-3411

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36608

ROFFLER MITCHELL & MICHELLE ROFFLER
275 DOGWOOD DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

SAVIO SARITA DAWN
269 DOGWOOD DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BILBREY JUSTUS PRICE & CAROLE ANNE
BILBREY
268 SUMMIT DR
MOBILE, AL 36609

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

KENT E CHERYLE
602 SKYLINE DR W
MOBILE, 36609-5933

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
M0BILE, AL 36609-3411

LADAS S.L. AS TRUSTEE OF THE WAW FAMILY
TRUST, DATED JANUARY
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

HILLCREST SOUTH, LLC, AN ALABAMA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

QUILL RICHARD O JR & MARY M
276 DOGWOOD DR
MOBILE, AL 36609-3410

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOOLITTLE DAVID K & NANCY P
268 DOGWOOD DR
MOBILE, AL 36609

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PARK, SUITE 200
MOBILE, AL 36608

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Overview

Applicant.	Gregory B. Saad, President, Saad Development Corporation.
Address.	3601 Spring Hill Business Park, Suite 200, Mobile, AL 36608.
Property.	255, 257, and 259 Dogwood Drive, Mobile, AL 36608.
Request.	Change in Zoning Classification from R-1 to B-1.
Request.	Subdivision of Lots 1, 2, and 3, Government Street Highland, Map Book 4, Page 441. Modify all three lots into 1 lot.
Parcel Size.	2.82 acres. See enclosed Survey.
Purpose.	Redevelopment of infill property to professional office development.
Project Schedule.	Forecast of schedule provides a construction start in third quarter of 2024 and completion in 2025.
Project Scope.	The project is planned for between 14,000 to 28,000 square feet of professional office space. The project scope has not yet been defined as one story or two stories. For purposes of this application, we are assuming the building will be approximately 24,000 square feet per floor. The final size will likely change based on the final architectural design.

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EXHIBIT A

TO APPLICATION FOR REZONING AND SUBDIVISION

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

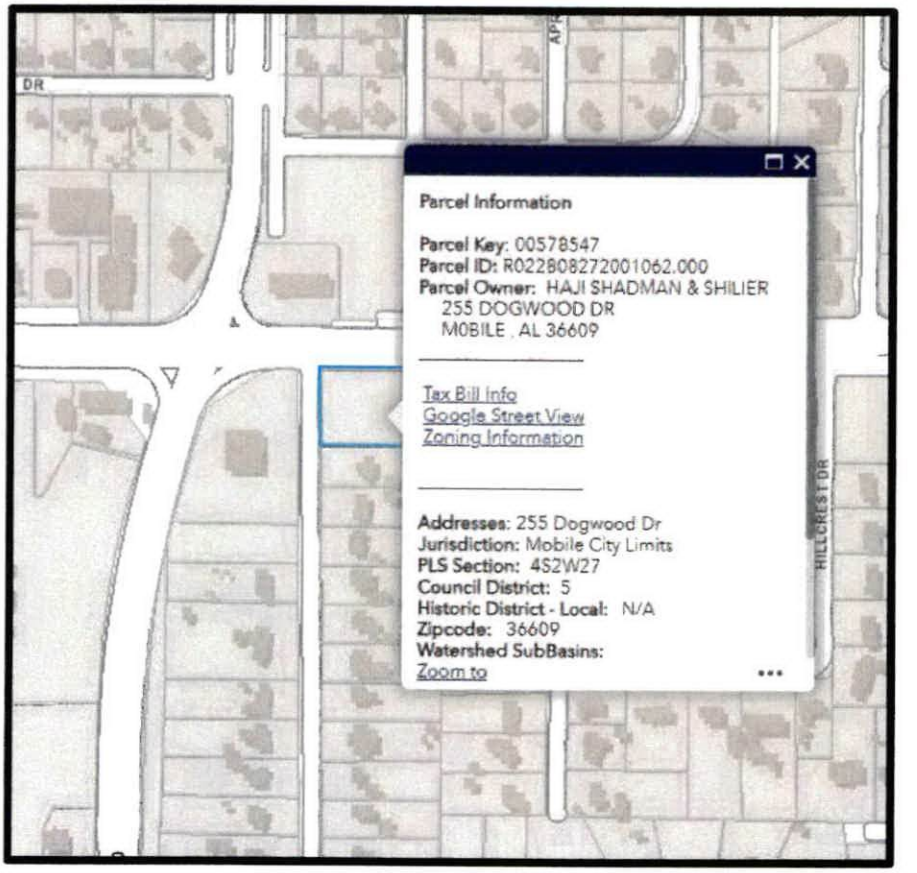
There are three contiguous individually owned properties with this request for zoning change from R-1 to B-1. The property owners and addresses are as follows:

Owner – Shadman & Shilier Haji 255 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot 1, Government Street Highland, according to plat thereof recorded in Map Book 4, page 441 of the records in the Office of the Judge of Probate of Mobile County, Alabama



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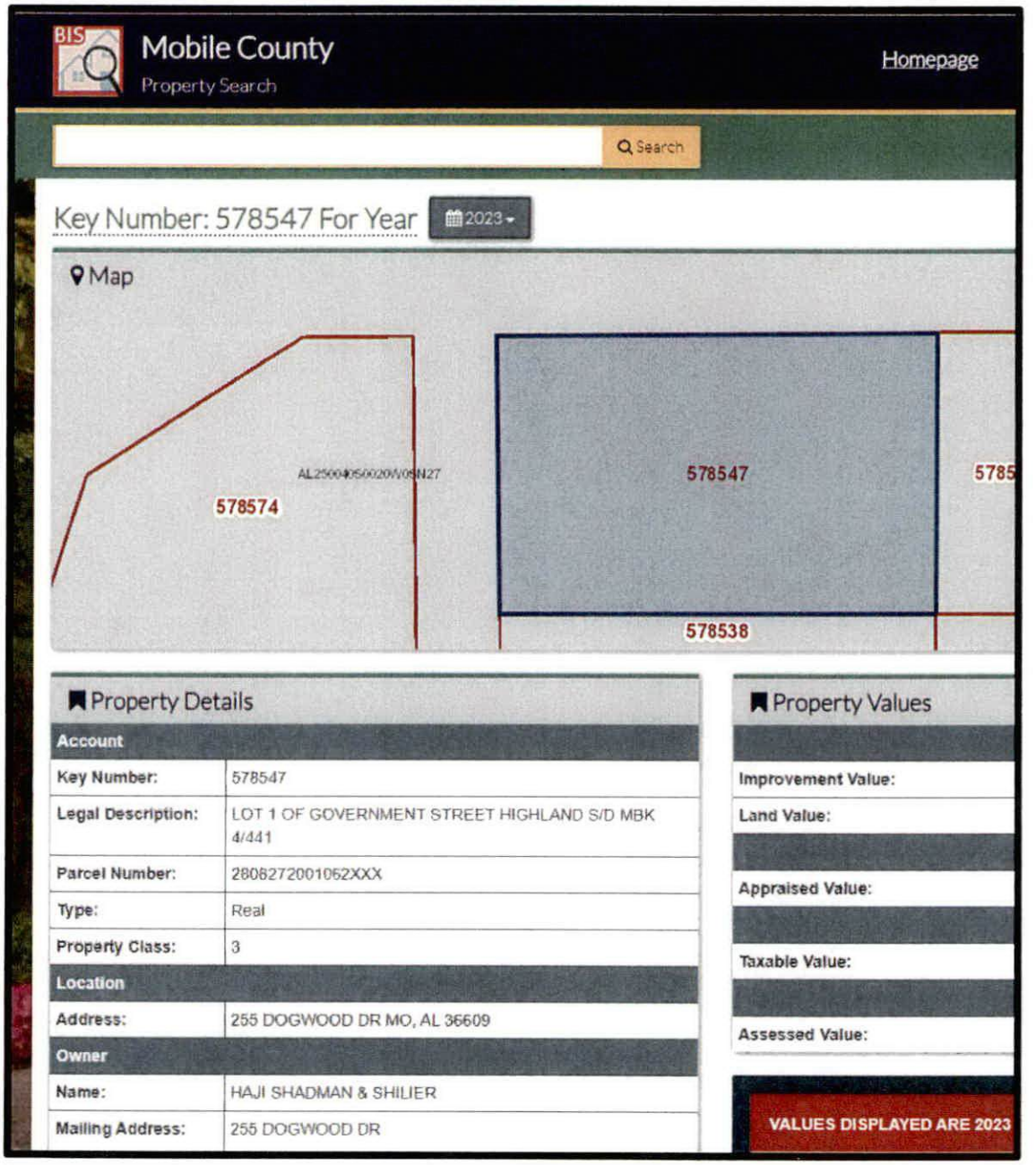
255 Dogwood Drive, Mobile, AL 36609



Property Details

Account	
Key Number:	578547
Legal Description:	LOT 1 OF GOVERNMENT STREET HIGHLAND S/D MBK 4/441
Parcel Number:	2806272001062XXX
Type:	Real
Property Class:	3
Location	
Address:	255 DOGWOOD DR MO, AL 36609
Owner	
Name:	HAJI SHADMAN & SHILIER
Mailing Address:	255 DOGWOOD DR

Property Values

Improvement Value:	
Land Value:	
Appraised Value:	
Taxable Value:	
Assessed Value:	

VALUES DISPLAYED ARE 2023

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255 Dogwood Drive, Mobile, AL 36609

DocuSign Envelope ID: DB6619D7-B7B4-4BF3-9C83-8109C2B880F5

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Shadman Hali and Shilier Hali, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 255 Dogwood Drive, Mobile, Alabama 36609.

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

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Shadman Hali Signature of Property Owner	October 3, 2023 | 1:26:53 PM PDT Date

DocuSign Envelope ID: 289F02CC-D953-4561-A9DA-14D2C9352935

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Shadman Hali and Shilier Hali, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 255 Dogwood Drive, Mobile, Alabama 36609.

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

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Shilier Hali Signature of Property Owner	October 3, 2023 | 2:29:11 PM PDT Date

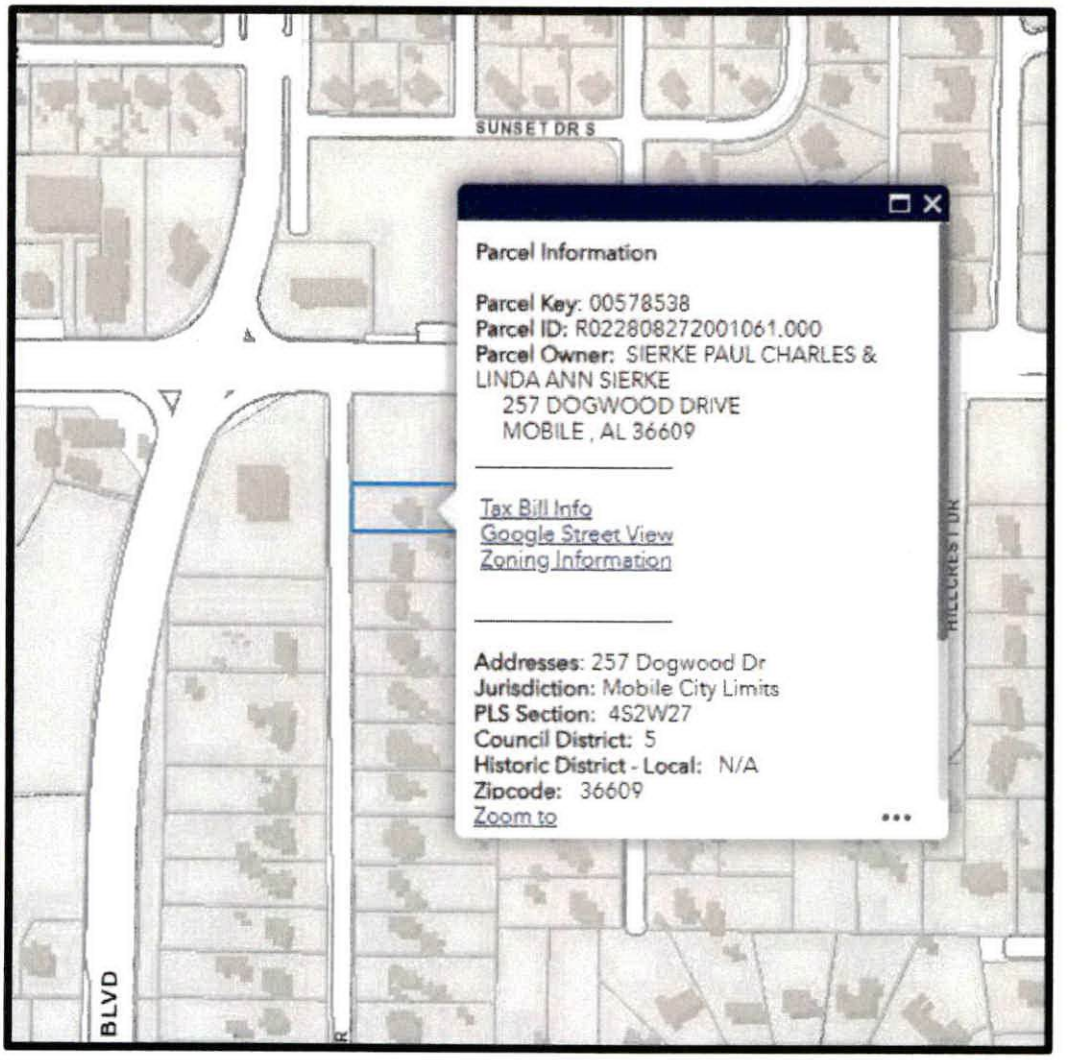
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Owner – Paul C. & Linda Ann Sierke 257 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot 2, Government Street Highlands, according to plat thereof recorded in Map Book 4, pages 441-442, of the records in the Office of the Judge of Probate of Mobile County, Alabama.



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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

257 Dogwood Drive, Mobile, AL 36609

DocuSign Envelope ID: 8299E1F7-E69C-4B71-A216-271D1EBBDE07

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

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

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Paul C Sierke Signature of Property Owner	October 3, 2023 | 8:47:37 AM PDT Date

DocuSign Envelope ID: FD8E8F72-B47D-438B-90BB-3E1114C25F41

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

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

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Linda Sierke Signature of Property Owner	October 3, 2023 | 11:01:15 AM PDT Date

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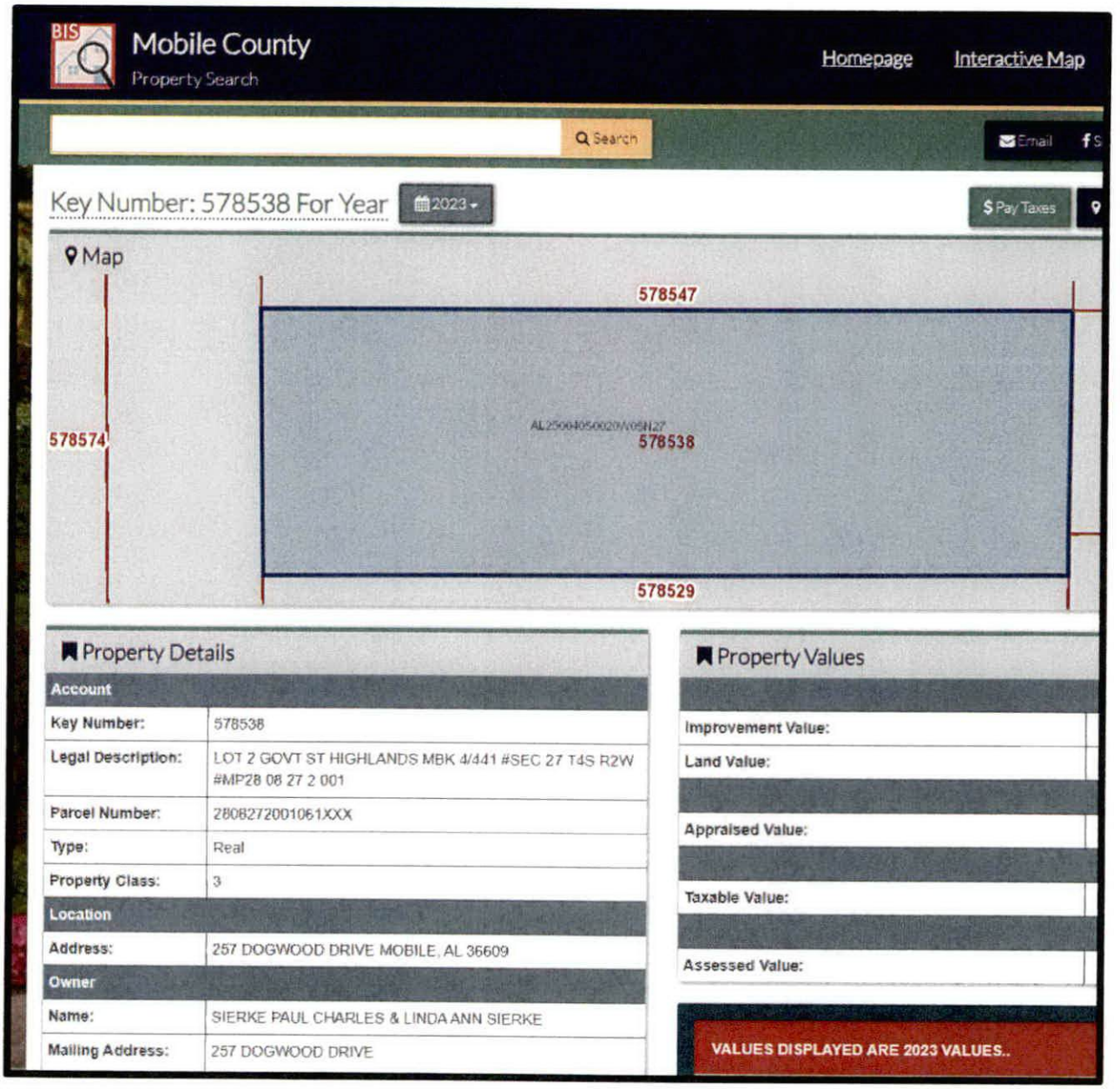
257 Dogwood Drive, Mobile, AL 36609



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Owner – Stephen A. Stokes 259 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

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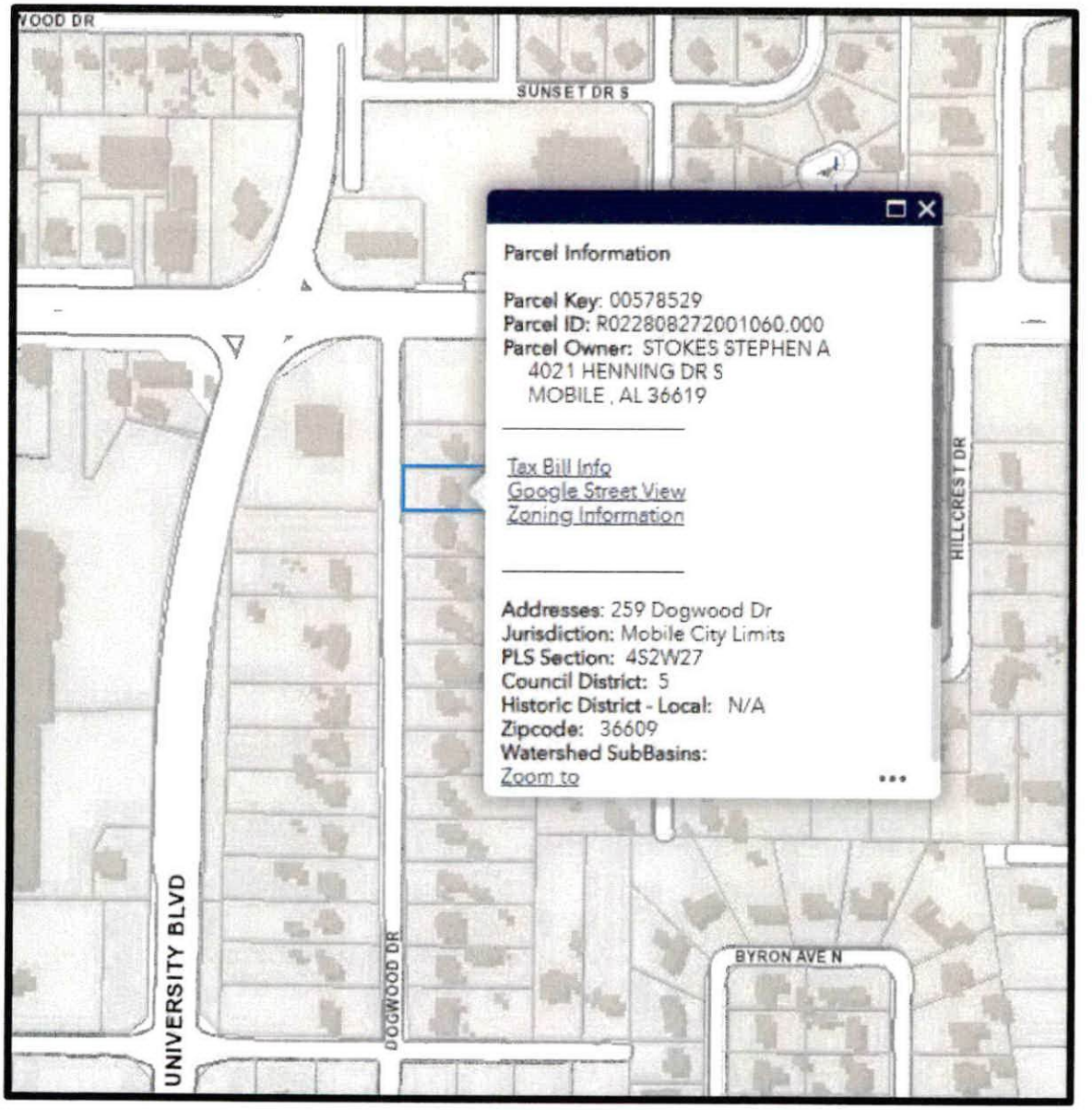

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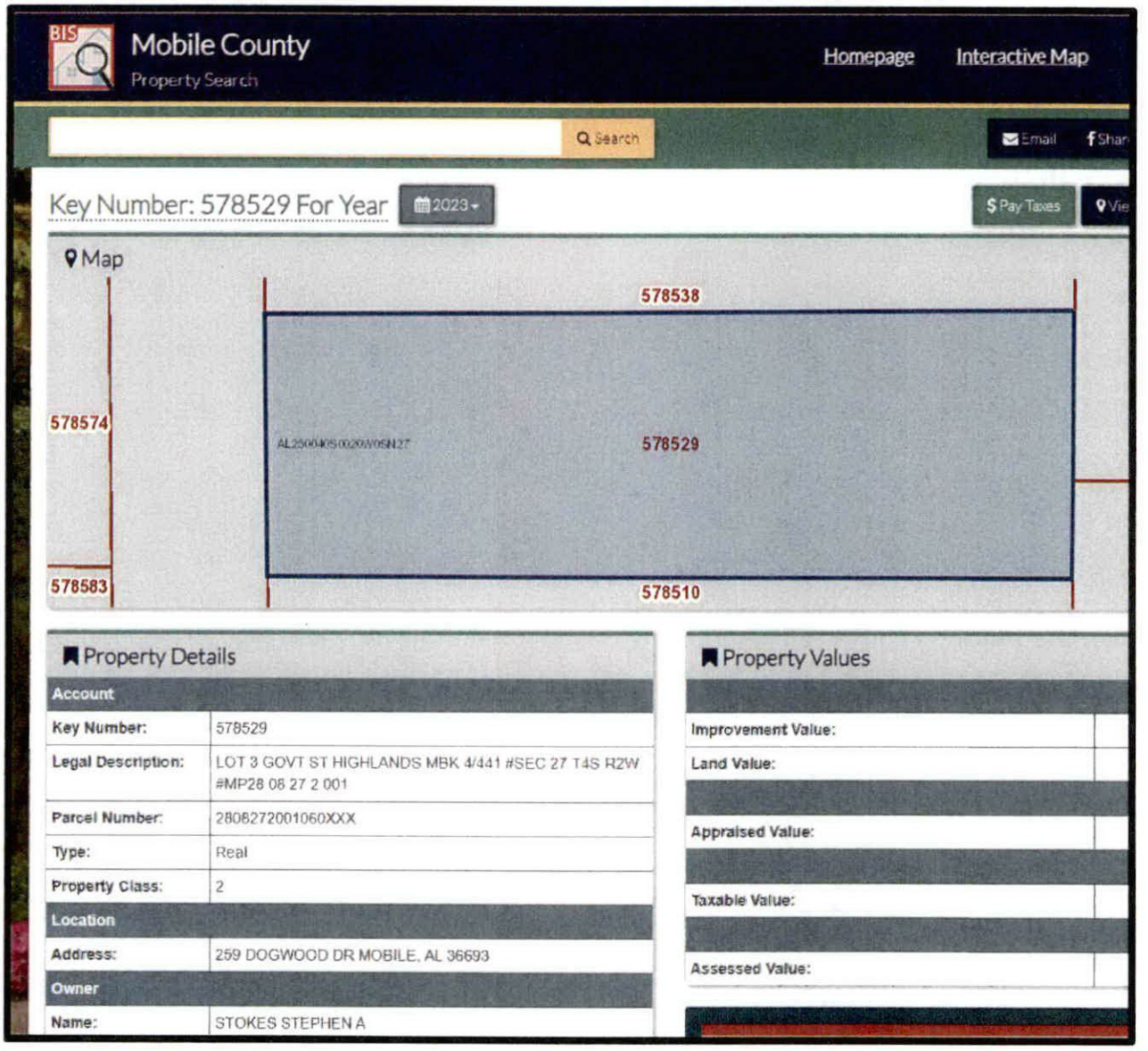
259 Dogwood Drive, Mobile, AL 36609



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259 Dogwood Drive, Mobile, AL 36609

DocuSign Envelope ID: BAE45F66-DE78-4D03-B660-4CA81B8AC553

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Stephen A. Stokes, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 259 Dogwood Drive, Mobile, Alabama 36609.

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

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Signature of Property Owner	October 3, 2023 | 8:48:08 AM PDT Date

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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Letters to Property Owners.

SAAD REALTY PARTNERS
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

June 15, 2023

[redacted]
Mobile, Alabama 36609

Re: Subdivision, Planning Approval and Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Dear Sir/Madam:

According to the Mobile, Alabama public records, you own parcel number [redacted]. As Required by City of Mobile, AL Unified Development Code Section 64-3-4, a meeting will be held as outlined below. Because your property is located within 300 feet of the subject properties, we are notifying you and encouraging you to attend. If you wish to have a conversation prior to the meeting, please feel free to text the below number and provide a call back number.

Date - Tuesday July 11, 2023
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.
Time - 4:00 - 5:30 pm
Applicant Request the following:

- Subdivision Approval – combining three parcels into one parcel.
- Zoning Change from R-1 to B-1
- Special Exception

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your call back number.

We look forward to discussing our plans and hearing your thoughts and comments.

Sincerely,

SAAD DEVELOPMENT CORPORATION

Gregory B. Saad
GBS/
Enclosure

BUILD-TO-SUIT DEVELOPERS – INDUSTRIAL AND COMMERCIAL BROKERS
SINCE 1982

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
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2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

SEE ATTACHED EXHIBIT A	2.82 ACRES SEE ATTACHED EXHIBIT A
Property Address	Property Area (acres or square feet)
SEE ATTACHED EXHIBIT A	
Parcel Number(s) or Key Number(s)	
Suburban Single Family Residential	R1 Single Family Suburban to B1 Buffer Business Suburban
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

Property Description. The properties are located at the northeast corner of Airport Boulevard and Dogwood Drive, Mobile, Alabama.

Property Addresses, Key Numbers and Parcel ID Numbers

255 Dogwood Drive, Mobile, AL 36609

Parcel Key: 00578547
Parcel ID: R022808272001062.000

257 Dogwood Drive, Mobile, AL 36609

Parcel Key: 00578538
Parcel ID: R022808272001061.000

259 Dogwood Drive, Mobile, AL 36609

Parcel Key: 00578529
Parcel ID: R022808272001060.000

Present Zoning – R-1.

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

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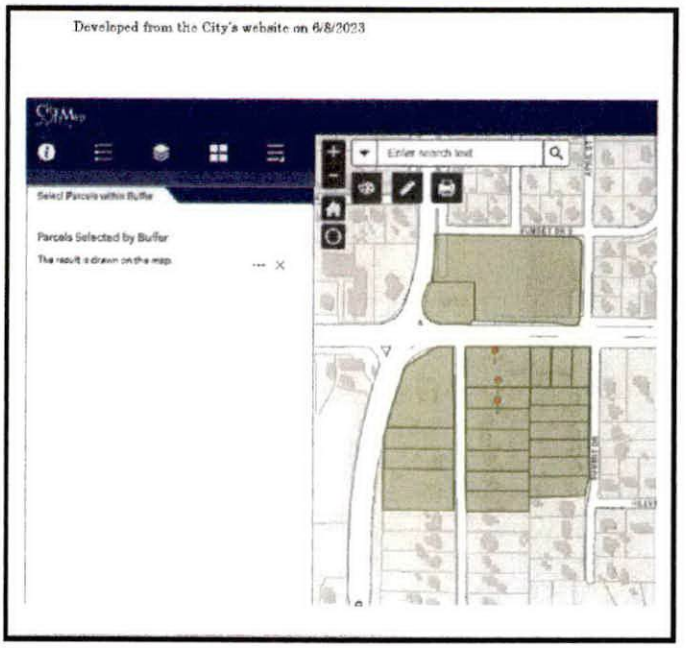
FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Property owners within 300 feet.



OBJECTID	KEYX	PARCEL	NAME	ADDRESS	SUBDIVISION	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP	Shape_Length	Shape_Area
1	578084	R022808272001016.000	MOBILE 2021 LLC	4601 AIRPORT BLVD		6115 FOXTAIL DR	MOBILE	AL	36693	572.2315841	17193.38835
2	578137	R022808272001021.000	KENT E CHERYLE	272 SUMMIT DR		602 SKYLINE DR W	MOBILE	AL	36609	778.3536081	27810.47691
3	578529	R022808272001060.000	STOKES STEPHEN A	259 DOGWOOD DR		4021 HENNING DR S	MOBILE	AL	36619	826.5653701	31612.91337
4	578556	R022808272001063.000	LOCKE JERRY LEE SR C/O JERRY LOCK	4609 AIRPORT BLVD		5290 LEMAN DR W	SATSUMA	AL	36572	603.393443	20222.70363
5	578565	R022808272001064.000	MOBILE 2021 LLC	4605 AIRPORT BLVD		6115 FOXTAIL DR	MOBILE	AL	36693	608.6810413	20264.60208
6	531437	R022805223001075.000	WAW FAMILY TRUST, DATED JANUARY C/O PUBLIX SUPER	4628 AIRPORT BLVD	SUNSET POINT SUBDIVISION	P O BOX 32018	LAKELAND	FL	33802	2272.467875	265889.8231
7	2425753	R022805223001075.002	HILLCREST SOUTH, LLC, AN ALABAMA LLC C/O MURPHY USA	4640 AIRPORT BLVD	SUNSET POINT S/D	PO BOX 7300	EL DORADO	AR	71731	849.4876558	49233.56151
8	578583	R022808272001066.000	DOGWOOD VENTURES LLC	256 DOGWOOD DR	CVS SUBDIVISION	2600 DAUPHIN ST	MOBILE	AL	36606	872.3582423	34099.27245
9	578574	R022808272001065.000	LV5K LLC	4645 AIRPORT BOULEVARD	CVS SUBDIVISION	2600 DAUPHIN ST	MOBILE	AL	36606	1297.914673	100309.6403
10	578093	R022808272001017.000	LANHAM LINDA L	256 SUMMIT DR		256 SUMMIT DR	MOBILE	AL	36609	748.0920515	24558.57741
11	578100	R022808272001018.000	MUNCASTER MARIN D	258 SUMMIT DR		258 SUMMIT DR	MOBILE	AL	36608	740.8490536	23493.15147
12	578119	R022808272001019.000	BLANCHARD EDWIN JOSEPH & CHAN	260 SUMMIT DR		260 SUMMIT DR	MOBILE	AL	36609	751.451439	24890.97604
13	578128	R022808272001020.000	BILDREY JUSTUS PRICE & CAROLE AN	268 SUMMIT DR		268 SUMMIT DR	MOBILE	AL	36609	749.4267821	24456.58636
14	578146	R022808272001022.000	STEWART HEATHER	276 SUMMITT DR		276 SUMMITT DR	MOBILE	AL	36609	757.6708432	27216.52202
15	578486	R022808272001055.01	LUSTERIO KATERINA C/O HALFORD V	277 DOGWOOD DR		277 DOGWOOD DR	MOBILE	AL	36609	822.0443566	31380.59807
16	578495	R022808272001057.000	ROFFLER MITCHELL & MICHELLE ROF	275 DOGWOOD DR		275 DOGWOOD DR	MOBILE	AL	36609	819.4750385	30933.26087
17	578501	R022808272001058.000	SAVIO SARITA DAWN	269 DOGWOOD DR		269 DOGWOOD DR	MOBILE	AL	36609	821.6274069	31231.48407
18	578510	R022808272001059.000	BOWEN MICHAEL C & REBECCA E BO	265 DOGWOOD DR		265 DOGWOOD DR	MOBILE	AL	36609	821.3294071	31091.39347
19	578538	R022808272001061.000	SIERKE PAUL CHARLES & LINDA ANN	257 DOGWOOD DRIVE		257 DOGWOOD DRIVE	MOBILE	AL	36609	831.7735966	31964.43875
20	578547	R022808272001062.000	HAJI SHADMAN & SHILIER	255 DOGWOOD DR	STREET HIGHLAND	255 DOGWOOD DR	MOBILE	AL	36609	1034.444271	63423.33681
21	578618	R022808272001069.000	DOOLITTLE DAVID K & NANCY P	268 DOGWOOD DR		268 DOGWOOD DR	MOBILE	AL	36609	883.7602747	34175.47644
22	578627	R022808272001070.000	QUILL RICHARD O JR & MARY M	276 DOGWOOD DR		276 DOGWOOD DR	MOBILE	AL	36609	1089.925005	69124.04845

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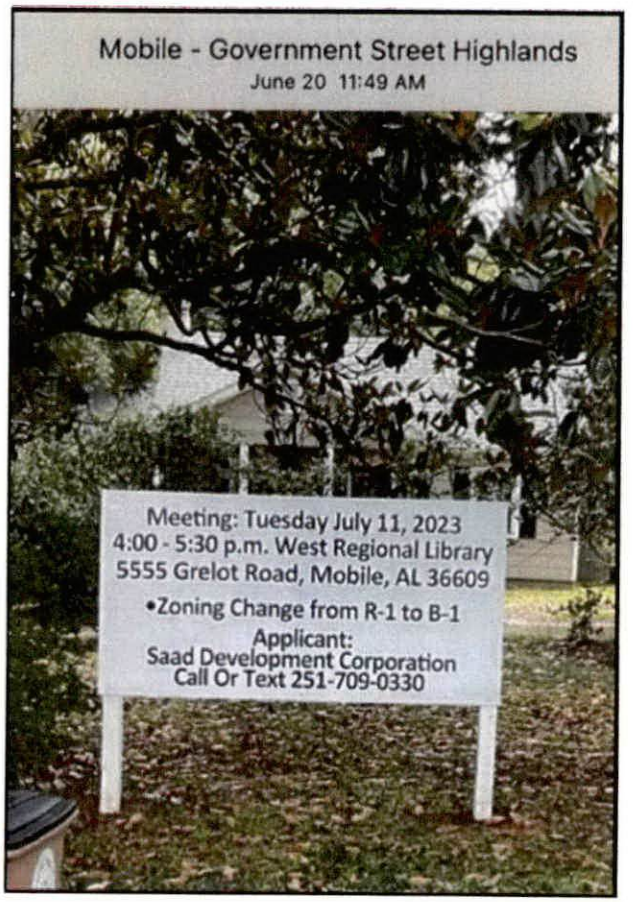
FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Dated Photographs of the posted signs, date, and location of the meeting.

1st Neighbor Meeting 7.11.23 - Mail Re: R1 - B1 Zoning And Subdivision for 255, 257, 259 Dogwood Drive, Mobile, AL 36609 **SIGNS INSTALLED**



257 Dogwood Drive, Mobile, AL 36609

259 Dogwood Drive, Mobile, AL 36609

SAAD
REALTY PARTNERS

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Dated Photographs of the posted and removed signs, date, and location of the meeting.

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
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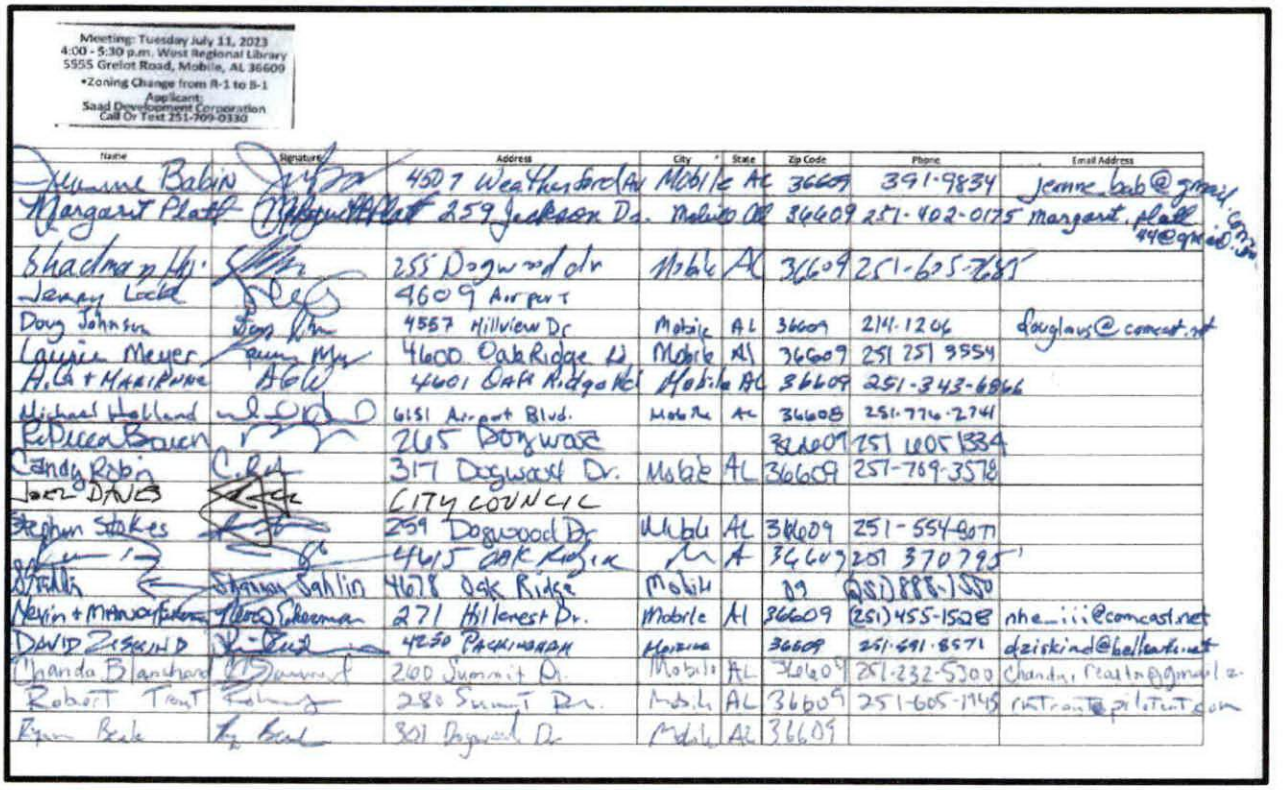
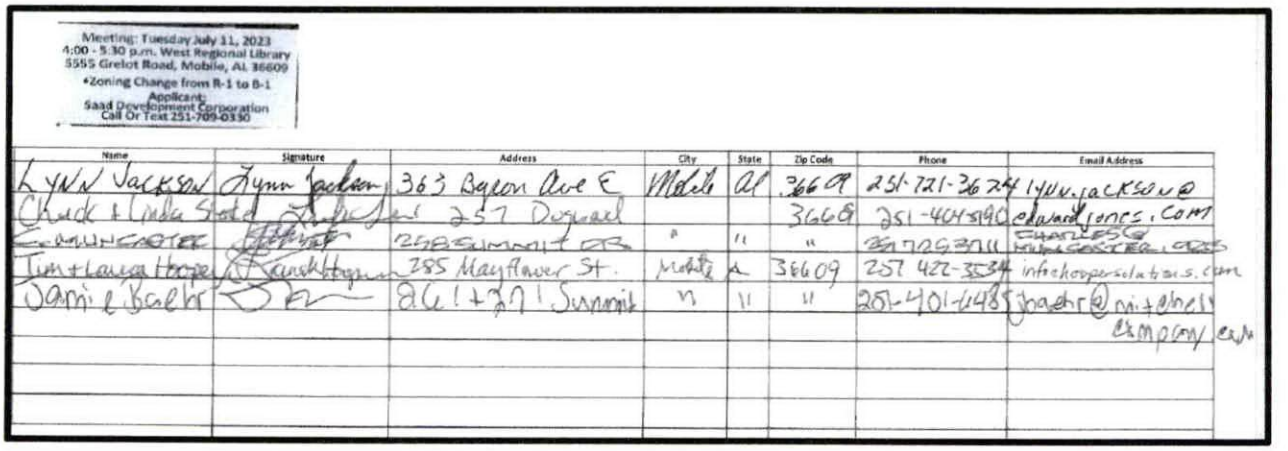
FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Sign-in sheets.



Meeting: Tuesday July 11, 2023
4:00 - 5:30 p.m. West Regional Library
5555 Grelot Road, Mobile, AL 36609
•Zoning Change from R-1 to B-1
Applicant:
Saad Development Corporation
Call Or Text 251-709-0330

Name	Signature	Address	City	State	Zip Code	Phone	Email Address
Jeanne Babin		4507 Weatherford Ave	Mobile	AL	36609	391-9834	Jeanne_bab@gmail.com
Margaret Platt		259 Jackson Dr.	Mobile	AL	36609	251-402-0175	margaret.platt44@gmail.com
Shadman Haji		255 Dogwood dr	Mobile	AL	36609	251-605-7685	
Jenny Locke		4609 Airport					
Doug Johnson		4557 Millview Dr	Mobile	AL	36609	214-1206	douglaus@comcast.net
Laurie Meyer		4600 Oak Ridge Dr	Mobile	AL	36609	251 751 9554	
A.G + Mariana		4601 Oak Ridge Dr	Mobile	AL	36609	251-343-6866	
Michael Holland		6151 Airport Blvd.	Mobile	AL	36608	251-776-2741	
LaDeen Bauer		265 Dogwood			36609	251 605 1334	
Candy Robin		317 Dogwood Dr.	Mobile	AL	36609	251-769-3578	
Jon DANG		CITY COUNCIL					
Stephen Stokes		259 Dogwood Dr	Mobile	AL	36609	251-554-9071	
[illegible]		4645 Oak Ridge		AL	36609	251 370 795	
[illegible]		4678 Oak Ridge	Mobile		09	(251) 885-1350	
Kevin + Mandy Sherman		271 Hillcrest Dr.	Mobile	AL	36609	(251) 455-1528	nhe...ii@comcast.net
DAVID ZISKIND		4250 PACKINGHAM	Mobile		36609	251-591-8571	dziskind@bellsouth.net
Chanda Blanchard		260 Summit Dr.	Mobile	AL	36609	251-232-5300	Chanda.realtor@gmail.com
Robert Trent		280 Summit Dr.	Mobile	AL	36609	251-605-1948	rwtrent@bellsouth.com
Ryan Beale		301 Dogwood Dr	Mobile	AL	36609		



Meeting: Tuesday July 11, 2023
4:00 - 5:30 p.m. West Regional Library
5555 Grelot Road, Mobile, AL 36609
•Zoning Change from R-1 to B-1
Applicant:
Saad Development Corporation
Call Or Text 251-709-0330

Name	Signature	Address	City	State	Zip Code	Phone	Email Address
LYNN JACKSON		363 Byron Ave E	Mobile	AL	36609	251-721-3624	lynn.jackson@
Chuck + Linda Stokes		257 Dogwood			36609	251-404-5190	edwardjones.com
[illegible]		258 Summit Dr	"	"	"	251-726-3711	CHARLES@
Tim + Laura Hooper		285 Mayflower St.	Mobile	AL	36609	257 422-3534	infrahooperselaboris.com
Jamie Beale		261 + 271 Summit	"	"	"	251-401-6485	jbeale@mitchellcompany.com

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

1ST NEIGHBHORHOOD MEEETING

SEE ATTACHED EXHIBIT B – JULY 11, 2023

NEIGHBORHOOD MEETING PRESENTATION

SEE BELOW JULY 11, 2023, NEIGHBORHOOD MEETING NOTES

MEETING: TUESDAY JULY 11, 2023

2.82 acres – Northeast corner of

Airport Boulevard & Dogwood Drive, Mobile, AL

Neighborhood Meeting

7.11.2023 4:00pm

The following notes are from the above-described neighborhood meeting. This meeting was held in order to engage in a discussion with the area property owners and to seek their input on the proposed zoning change from R-1 to B-1. The Applicant makes no representation that the following notes are fully accurate but rather reflect the subjects and general discussion of topics raised and presented.

- Mr. Saad welcomed all and requests that all attendees please be sure to sign up for our meeting.
- Mr. Saad introduced himself and provided an opening statement.
- Mr. Saad then distributed and presented EXHIBIT B.
- Following the presentation of EXHIBIT B, Mr. Saad opened the floor to questions and comments.
- Q - Attendee. Will the Saturday workdays be over-flow workdays after bad weather days?
- A - Mr. Saad. Yes, that is possible, but probably limited to days to coincide with long lead item delivery or schedule impacts due to bad weather. However, the exterior working hours will remain daytime only, which are typically 7:00 am to 6:00 pm.
- Q - Attendee of Jackson Heights. Traffic sometimes backs up past Summit, westbound.
- A - Confirmed there has been a traffic study approved to help the traffic lights in sequence.
- Q – Attendee. How long will the process of building the turning lane in the median of Airport take?
- A - Mr. Saad. Hard to forecast as this depends on scheduling, but I would estimate between 30 and 60 days. However, we will have to provide an acceptable plan for the city approval.
- Q – Attendee. Where will construction deliveries come in?
- A - Mr. Saad. All construction workers and deliveries will enter and exit to and from Airport Boulevard only. There will be no construction entrance off Dogwood.
- City Councilman Joel Daves. Process of this project goes as follows: neighborhood meeting, application to planning commission, planning commission meeting, planning commission

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determination, zoning change goes before city council, city council meeting, appeal to circuit court of Mobile.

- Q – Attendee. Why was this site selected?
- A - Mr. Saad. The site search criteria required an Airport Boulevard parcel. The target area is west side of I-65 on Airport extending westward to Bit & Spur Road with a parcel size of 2 to 3 acres. We have conducted this site search for over three years and after examining the very few sites which had potential, this site is the only site which meets the location and property size requirements.

- Q – Attendee. Will this project increase our property values?
- A - Mr. Saad. B – 1 is specifically designed to abut residential and in some cases, be located within residential areas. In the case of our application, the subject property will serve as a buffer between commercial to the west and north, and the residential areas to the east and south. While I cannot disclose the purchase prices for the three parcels, I believe it's safe to say, I'm paying what I believe are commercial prices for the three parcels. Also, not that the tax assessor's valuations are always correct, I believe the tax records show over the past 10 to 15 years, as the area has developed with commercial, your property valuations have also increased, maybe not each year, but overall, the values are up.
- Q – Attendee. How was the height fence determined?
- A - Mr. Saad. Generally, the city requirements call for a six-foot fence, but that is not always required depending on the size of the landscape buffer. I really do not want to install a huge masonry wall because we will be required to remove many large and beautiful trees. I have provided a larger green belt in an effort to provide a buffer and save as many trees as possible.
- Q – Attendee. Will you tell us who your tenants are?
- A – Mr. Saad. No, I'll not disclose without their authorization but all fit within the chart of uses for B-1.
- Q – Attendee. Will there be a retention pond?
- A - Mr. Saad. Yes, we anticipate storm water management plan to include either retention or detention. However, because we are leaving a sizable green space around the site, our impact of storm water will be more management and we cannot and will not develop a site which does not meet city code and requirements.
- Q – Attendee. If everybody agreed on certain restrictions, would you agree?
- A - Mr. Saad. Yes, as long as the restrictions do not hinder the use of the property for future tenants. B-1 Tenants. In fact, I have prepared the list of restrictions which addresses dumpster delivery and pickup, and parking lot cleaning both.
- Q – Attendee. Will this be a walk-in bank?
- A - Mr. Saad. Yes. Our current discussions with a financial institution would include both walk-in business as well as drive-up lanes.

Mr. Saad provided a closing statement and offered to speak with anyone after the meeting or by phone or email. Mr. Saad discussed the prepared traffic study and offered to hold a Zoom meeting with anyone who would like to discuss the traffic study result with the traffic engineers.

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Follow up:

TRAFFIC ENGINEER ZOOM MEETING

Note 1: Mr. Saad did hold a Zoom meeting with the traffic engineers who provided the study. Two residents attended the Zoom meeting. Questions were asked and answered.

Note 2: The above are notes taken at the meeting. The above is not intended to represent the notes representing all that was discussed but rather a sampling of key questions and answers provided.

Note 3: Posted signs were removed as required.

Note 4: The Final Traffic Study is identified as **Exhibit D.**

FIRST NEIGHBORHOOD MEETING

- Copies of any site plans and other documents are attached as **Exhibit B**.

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SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Letters to Property Owners.

SAAD REALTY PARTNERS
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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

September 7, 2023

[redacted]
Mobile, Alabama 36609

Re: 2nd Neighborhood Meeting. Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Dear [redacted]

Because of the timing related to the date of the neighborhood meeting and the date of the public hearing, we will need to hold another neighborhood meeting. According to the Mobile, Alabama public records, you own parcel number [redacted]. As Required by City of Mobile, AL Unified Development Code Section 64-5-4, a meeting will be held as outlined below. Because your property is located within 300 feet of the subject properties, we are notifying you and encouraging you to attend. If you wish to have a conversation prior to the meeting, please feel free to text the below number and provide a call back number.

Date – Thursday September 28, 2023
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.
Time - 4:30 – 6:00 pm
Applicant Request the following:

- Zoning Change from R-1 to B-1
- Subdivision Approval – combining three parcels into one parcel.
- Special Exception – Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your call back number.

We look forward to discussing our plans and hearing your thoughts and comments.

Sincerely,

SAAD DEVELOPMENT CORPORATION

Gregory B. Saad
GBS/
Enclosure

BUILD-TO-SUIT DEVELOPERS – INDUSTRIAL AND COMMERCIAL BROKERS
SINCE 1982

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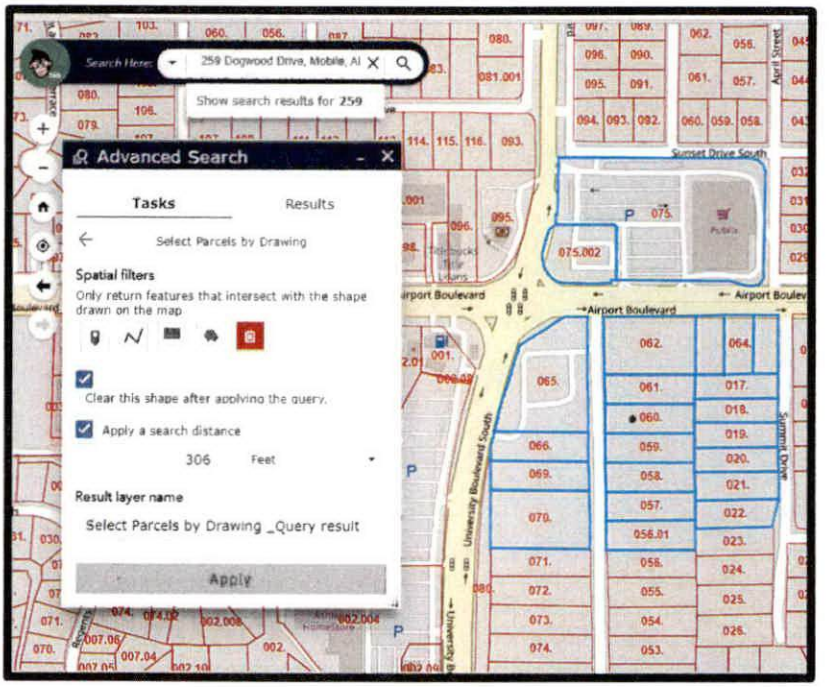
SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Property owners within 306 feet.



OBJECTID_12	prop_id_text	Parcel_Id	ObjectID_1	ParcelNo	NAME1	NAME2	Address1	CITY	STATE	ZIP
50251	2001016XXX	16	92,223	28 08 27 2 001 016.XXX	MOBILE 2021 LLC		6115 FOXTAIL DR	MOBILE	AL	36693-3550
51047	2001017XXX	17	92,224	28 08 27 2 001 017.XXX	LANHAM LINDA L		256 SUMMIT DR	MOBILE	AL	36609
50252	2001018XXX	18	92,225	28 08 27 2 001 018.XXX	MUNCASTER MARIN D		258 SUMMIT DR	MOBILE	AL	36608
50183	2001019XXX	19	92,226	28 08 27 2 001 019.XXX	BLANCHARD EDWIN JOSEPH & CHANDA BLANCHARD		260 SUMMIT DR	MOBILE	AL	36609
50184	2001020XXX	20	92,227	28 08 27 2 001 020.XXX	BILBREY JUSTUS PRICE & CAROLE ANNE BILBREY		268 SUMMIT DR	MOBILE	AL	36609
50185	2001021XXX	21	92,228	28 08 27 2 001 021.XXX	KENT E CHERYLE		602 SKYLINE DR W	MOBILE	AL	36609-5933
50186	2001022XXX	22	92,229	28 08 27 2 001 022.XXX	STEWART HEATHER		276 SUMMITT DR	MOBILE	AL	36609-2437
51056	200105601X	56.01	92,263	28 08 27 2 001 056.01X	LUSTERIO KATERINA	C/O HALFORD WILLIAM & BRANDI HALFORD	277 DOGWOOD DR	MOBILE	AL	36609-3411
51057	2001057XXX	57	92,265	28 08 27 2 001 057.XXX	ROFFLER MITCHELL & MICHELLE ROFFLER		275 DOGWOOD DR	MOBILE	AL	36609
50261	2001058XXX	58	92,266	28 08 27 2 001 058.XXX	SAVIO SARITA DAWN		269 DOGWOOD DR	MOBILE	AL	36609
50950	2001059XXX	59	92,267	28 08 27 2 001 059.XXX	BOWEN MICHAEL C & REBECCA E BOWEN		265 DOGWOOD DR	MOBILE	AL	36609-3411
51058	2001060XXX	60	92,268	28 08 27 2 001 060.XXX	STOKES STEPHEN A		4021 HENNING DR S	MOBILE	AL	36619-9261
51059	2001061XXX	61	92,269	28 08 27 2 001 061.XXX	SIERKE PAUL CHARLES & LINDA ANN SIERKE		257 DOGWOOD DRIVE	MOBILE	AL	36609-3411
51060	2001062XXX	62	92,270	28 08 27 2 001 062.XXX	HAJI SHAHMAN & SHILIER		255 DOGWOOD DR	MOBILE	AL	36609-3411
51061	2001063XXX	63	92,271	28 08 27 2 001 063.XXX	LOCKE JERRY LEE SR	C/O JERRY LOCKE JR	5290 LEMAN DR W	SATSUMA	AL	36572
50262	2001064XXX	64	92,272	28 08 27 2 001 064.XXX	MOBILE 2021 LLC		6115 FOXTAIL DR	MOBILE	AL	36693-3550
50951	2001065XXX	65	92,273	28 08 27 2 001 065.XXX	LV5K LLC		2600 DAUPHIN ST	MOBILE	AL	36606-4802
50263	2001066XXX	66	92,274	28 08 27 2 001 066.XXX	DOGWOOD VENTURES LLC		2600 DAUPHIN ST	MOBILE	AL	36606
50264	2001069XXX	69	92,275	28 08 27 2 001 069.XXX	DOOLITTLE DAVID K & NANCY P		268 DOGWOOD DR	MOBILE	AL	36609
50952	2001070XXX	70	92,276	28 08 27 2 001 070.XXX	QUILL RICHARD O JR & MARY M		276 DOGWOOD DR	MOBILE	AL	36609-3410
45228	3001075XXX	75	86,303	28 05 22 3 001 075.XXX	LADAS S.L. AS TRUSTEE OF THE WAW FAMILY TRUST, DATED JANUARY	C/O PUBLIX SUPER MARKETS, INC	P O BOX 32018	LAKELAND	FL	33802
185471	3001075002	75.002	86,302	28 05 22 3 001 075.002	HILLCREST SOUTH, LLC, AN ALABAMA LLC	C/O MURPHY USA	PO BOX 7300	EL DORADO	AR	71731

Page 1

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Information below and above associated map is gathered from the Mobile County Revenue Department records.

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

STEWART HEATHER
276 SUMMITT DR
MOBILE, AL 36609-2437

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LUSTERIO KATERINA
C/O HALFORD WILLIAM & BRANDI HALFORD
277 DOGWOOD DR
MOBILE, AL 36609-3411

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36608

ROFFLER MITCHELL & MICHELLE ROFFLER
275 DOGWOOD DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

SAVIO SARITA DAWN
269 DOGWOOD DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BILBREY JUSTUS PRICE & CAROLE ANNE
BILBREY
268 SUMMIT DR
MOBILE, AL 36609

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

KENT E CHERYLE
602 SKYLINE DR W
MOBILE, 36609-5933

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

LADAS S.L. AS TRUSTEE OF THE WAW FAMILY
TRUST, DATED JANUARY
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

HILLCREST SOUTH, LLC, AN ALABAMA LLC
C/O MURPHY USA
PO BOX 7300
El Dorado, AR 71731

MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

QUILL RICHARD O JR & MARY M
276 DOGWOOD DR
MOBILE, AL 36609-3410

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOOLITTLE DAVID K & NANCY P
268 DOGWOOD DR
MOBILE, AL 36609

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PARK, SUITE 200
MOBILE, AL 36608

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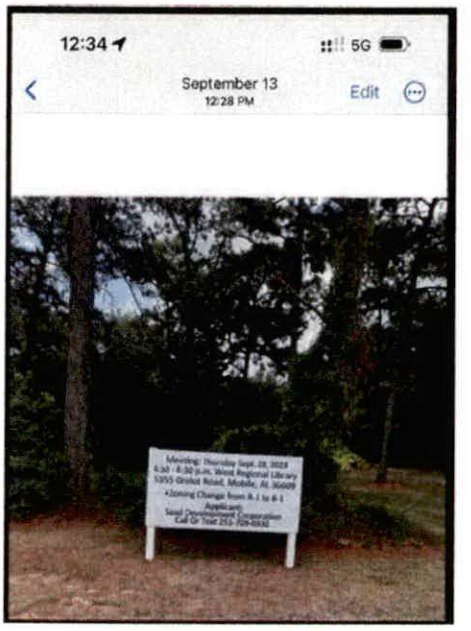
SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Dated Photographs of the posted and removed signs, date, and location of the meeting.

2nd Neighbor Meeting 9.28.23 - Mail Re: R1 - B1 Zoning And Subdivision for 255, 257, 259 Dogwood Drive, Mobile, AL 36609 **SIGNS INSTALLED**

255 Dogwood Drive, Mobile, AL 36609
AIRPORT BOULEVARD FRONT



255 Dogwood Drive, Mobile, AL 36609
DOGWOOD DRIVE FRONT

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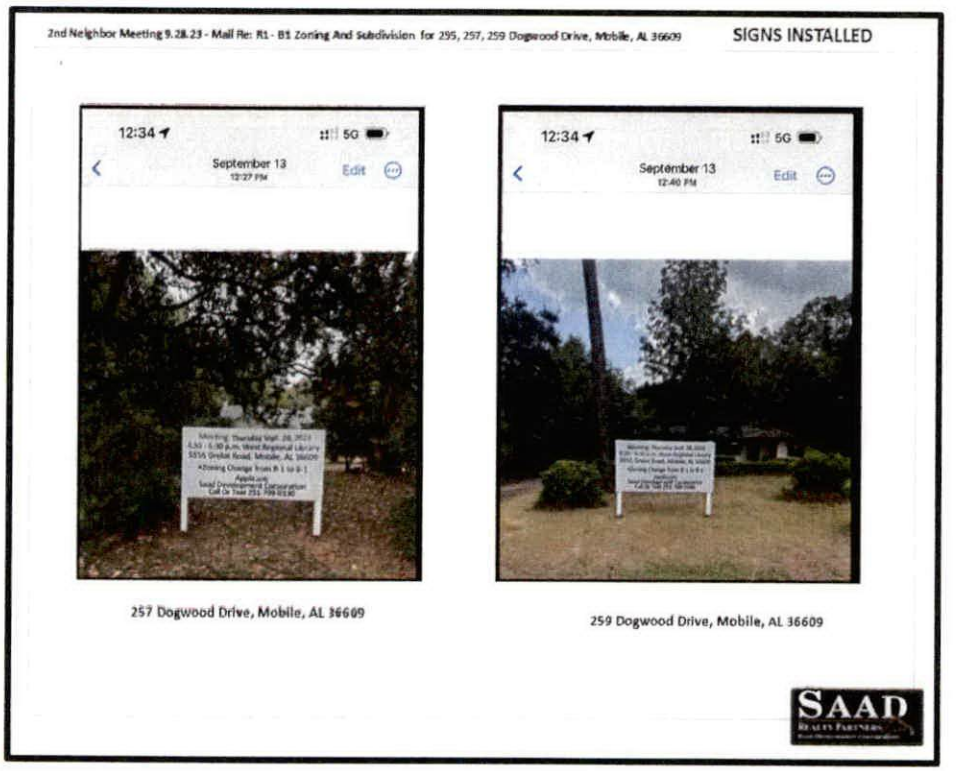
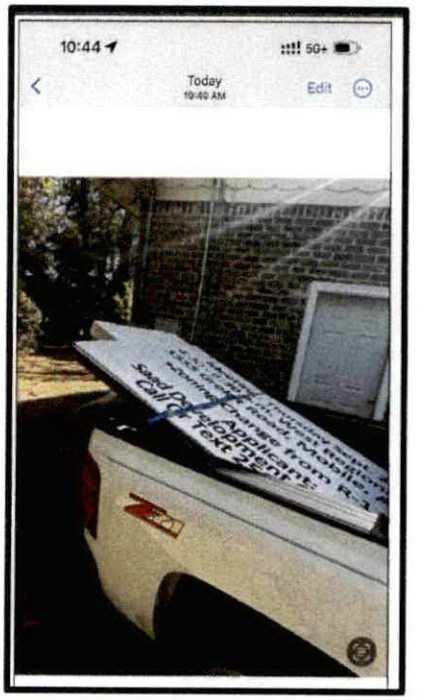
SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Dated Photographs of the posted and removed signs, date, and location of the meeting.



Signs Removed October 3, 2023



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SECOND NEIGHBORHOOD MEETING – SEPTEMBE 28, 2023

- Sign-in sheets. Page 1 of 4

Re: 2nd Neighborhood Meeting. Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

SAAD REALTY PARTNERS

Date - Thursday September 28, 2023
Time - 4:30 - 6:00 pm
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting

Applicants Request the following:
- Zoning Change from B-1 to B-2
- Subdivision Approval – combining three parcels into one parcel.
- Special Exception - Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251.709.0330 and provide your cell to ask questions.

Name (Print)	DAVID ZISKIND
Signature	
Address	4250 PACKINGHAM
City, State, Zip Code	36609
Phone	251.591.8571
Email Address	
Name (Print)	CHARLES R. MUNCASTER
Signature	
Address	208 SUMMIT DRIVE
City, State, Zip Code	MOBILE
Phone	251 725 3711
Email Address	CHARLES@MUNCASTER.ORG
Name (Print)	Xiaozhen
Signature	
Address	460C Airport Blvd
City, State, Zip Code	
Phone	228-243-8836
Email Address	Xiaozheng83@gmail.com
Name (Print)	Cathy O'Keefe
Signature	
Address	5713 Vendome Dr. So
City, State, Zip Code	Mobile, AL 36609
Phone	251-622-5975
Email Address	cathyokeefe.usa@gmail.com
Name (Print)	[illegible]
Signature	
Address	
City, State, Zip Code	Mobile, AL.
Phone	
Email Address	
Name (Print)	Alan Wilson Legacy
Signature	
Address	4658 Fireside Way
City, State, Zip Code	Mobile, Ala. 36619
Phone	
Email Address	

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SECOND NEIGHBORHOOD MEETING – SEPTEMBE 28, 2023

- Sign-in sheets. Page 2 of 4

Re: 2nd Neighborhood Meeting Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Date - Thursday September 28, 2023
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.

Time - 4:30 - 6:00 pm
Applicant Request the following:
- Zoning Change from R-1 to B-1
- Subdivision Approval - combining three parcels into one parcel.
- Special Exception - Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your call back number.

SAAD REALTY PARTNERS

Name (Print)	Laurie Meyer
Signature	Laurie Meyer
Address	4600 Oakridge Road
City, State, Zip Code	Mobile AL 36609
Phone	251-751 3554
Email Address	mrsld29@bellsouth.net
Name (Print)	A. G. Wacker
Signature	A. G. Wacker
Address	4601 Park Ridge Rd
City, State, Zip Code	Mobile, AL
Phone	251.343-6866
Email Address	
Name (Print)	Jack + Janine Brunet
Signature	Janine Brunet
Address	15912 Couton DR
City, State, Zip Code	Mobile AL 36693
Phone	251-341-0751
Email Address	jbrunet5878@comcast.net
Name (Print)	FREDERIC E. TACON JR
Signature	Frederic E. Tacon Jr
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	Ethel & Clement Pope
Signature	Ethel & Pope
Address	425 Dogwood Dr.
City, State, Zip Code	Mobile AL 36609
Phone	(251) 422-1465
Email Address	bigreen2@yahoo.com
Name (Print)	Linda + Chuck Sierke
Signature	
Address	257 Dogwood Dr
City, State, Zip Code	Mobile AL 36609
Phone	251 295-1769
Email Address	lsierke47@gmail.com

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SECOND NEIGHBORHOOD MEETING – SEPTEMBE 28, 2023

- Sign-in sheets. Page 3 of 4

Re: 2nd Neighborhood Meeting Zoning Change for 253 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Date - Thursday September 28, 2023
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36693
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.

Time - 4:30 - 6:00 pm
Applicant Request the following
- Zoning Change from R-1 to B-1
- Subdivision Approval – combining three parcels into one parcel
- Special Exception – Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your call back number

SAAD REALTY PARTNERS

Name (Print)	Shadman Hall
Signature	
Address	255 Dog Wood dr
City, State, Zip Code	Mobile AL 3660 9
Phone	
Email Address	
Name (Print)	
Signature	
Address	5 4615 Dole Ally Rd
City, State, Zip Code	Mobile AL 3660
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	

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SECOND NEIGHBORHOOD MEETING – SEPTEMBE 28, 2023

- Sign-in sheets. Page 4 of 4

Re: 2nd Neighborhood Meeting. Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Date – Thursday September 28, 2023
Place – West Regional Library
Address – 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.

Time – 4:30 – 6:00 pm
Applicant Request the following:
- Zoning Change from R-1 to B-1
- Subdivision Approval – combining three parcels into one parcel.
- Special Exception – Financial Institution.

MEETING SPONSOR – SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your cell book number.

SAAD REALTY PARTNERS

Name (Print)	Candy Robin
Signature	
Address	317 Dogwood Dr.
City, State, Zip Code	Mobile AL 36609
Phone	
Email Address	spaztikrobin@comcast.net
Name (Print)	ATEF FARAGALLA
Signature	
Address	
City, State, Zip Code	A 36606
Phone	
Email Address	
Name (Print)	Sheish Rikes
Signature	
Address	6300 Grelot Rd
City, State, Zip Code	Mobile, AL 36609
Phone	251-202-4512
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

2nd NEIGHBHORHOOD MEEETING

SEE ATTACHED EXHIBIT C – SEPTEMBER 28, 2023

NEIGHBORHOOD MEETING PRESENTATION

SEE BELOW SEPTEMBER 28, 2023, NEIGHBORHOOD MEETING NOTES

The following notes are from the above-described neighborhood meeting. This meeting was held in order to engage in a discussion with the area property owners and to seek their input on the proposed zoning change from R-1 to B-1. The Applicant makes no representation that the following notes are fully accurate but rather reflect the subjects and general discussion of topics raised and presented.

- Meeting was scheduled and held at the West Regional Mobile Public Library. See photographs of signs and letters.
- Mr. Saad greeted several members of the community before the meeting started and offered introductions.
- Mr. Saad announced that he wants to give others a few minutes to arrive so we may get started a few minutes after 4:30 pm.
- Mr. Saad then introduced himself to the attendees and started with the presentation of the preliminary site plan.
- Cathy O'Keefe raised her hand and was called on. Mrs. O'Keefe told the attendees some of her background and described herself as an activist with interest in Mobile's plans. Mrs. O'Keefe talked about the importance of being engaged in order to prevent issues from "slipping through". Mrs. O'Keefe reminded the attendees they can take notes and submit to the city.
- Mr. Saad said we were keeping up with the notes, but feel free to also take notes.
- Another attendee was acknowledged, and he stated there were many other locations this project to go to. Mr. Saad disagreed and stated the Property met the site criteria.
- Mrs. O'Keefe raised the issue of the CVS case and sited the judge.
- Mr. Saad asked how many in attendance had read the Judge's ruling. Only Mr. Saad and Mr. Charles Muncaster raised their hands.
- Mr. Saad expressed the Judge's ruling was thorough and thoughtful.
- Mrs. O'Keefe stated she had been involved for over 35 years and drainage (stormwater management) is a critical issue and needs to be explored.
- Mr. Saad agreed with Mrs. O'Keefe and assured the attendees the project would be designed so that storm water regs will be addressed completely. He also explained that the city regulations require that the design for storm water provide assurances the water will not run off the site any faster or in amounts after the project is developed than is the case before the project is developed. He went on to say the new code of Mobile may impose additional requirement on this project and he would comply.
- Mr. Saad suggested he and Mrs. O'Keefe hold a call with the city engineering department to discuss the city storm water infrastructure. Mrs. O'Keefe agreed.
- Mr. Saad also suggested the neighbors engage a consulting engineer who can review our stormwater management plans for compliance following the fully developed plans.
- Another attendee was recognized. He asked what is the purpose of this meeting? What are we here to do?

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- Mr. Saad explained the gathering of neighbors is to seek your thoughts, ideas and have a discussion about the request for zoning.
- Meeting Purpose. The gentleman asked if we were here to vote?
- Mr. Saad explained that there are no votes in this meeting. However, if you want to attend the Planning Commission meeting and express your thoughts, then please feel free to do so.
- User Disclosure. Another attendee asked if Mr. Saad would disclose his tenants. Mr. Saad explained that he was not in a position, nor was it prudent to disclose tenants. Mr. Saad said to think of the tenants in terms of those uses allowed in B-1. The city has a chart of uses in the ordinances and any of those listed are possible tenants. Mr. Saad went on to explain that each zoning category is a restriction to just those uses allowed in the chart of uses.
- Financial Institution. Another gentleman raised the issue referring to "the Bank". Mr. Saad reminded him and all that the chart of uses refers to a "Financial Institution", which could be a bank, or credit union, or brokerage firm.
- Special Exception. Mr. Saad was asked why a Special Exception was needed for a financial institution or bank. Mr. Saad stated that financial institutions are allowed in B-1 with the Board of Adjustments approving a Special Exception which appears to be related to drive-through lanes. When asked why the drive-through requires Special Exception, Mr. Saad explained that perhaps to make sure the drive-through lanes are not on the side of abutting residential properties, which is exactly how we have designed the preliminary site plan.
- Signs. There was a discussion regarding signage. Mr. Saad immediately made the commitment to using Monument signage.
- Note: After the meeting, Mr. Saad and a few of the property owners were discussing a few issues and the monument sign was raised. One of the neighbors talked about the "neighborhood sign" that was once located at the corner of Airport Boulevard and Dogwood Drive. Mr. Saad committed to seeking a design which will also allow for the neighborhood name to be incorporated into the monument sign. See Self Imposed Restrictions document included in the application.
- Self-Imposed Restrictions. Mr. Saad reminded all that he is prepared to impose restrictions on the following:
  1. Trash dumpster pickups will be limited to between 7:00 am and 6:00 pm.
  2. Lawn care machinery will be limited to between 7:00 am and 6:00 pm.
  3. Monument signage will be used.
- Question was asked if there would be a detention pond. Mr. Saad said he felt certain there will be an area in the front bordering Airport Boulevard where there will likely be a holding pond, but there also may be underground storm water system.
- Stormwater Pond. Question was asked who would maintain the pond. Mr. Saad stated the city has requirements for storm water ponds on private property must be maintained by the owner of the property.
- Traffic. Traffic was raised and asked what the impact of the project on Airport Boulevard would be. Mr. Saad explained he has commissioned a professional engineering company, Skipper Consulting Engineers, to develop a traffic study with the two assumptions of uses being (1) a financial institution and (2) professional offices. The results of the traffic study can be made available to anyone who would request a copy. The traffic study conclusions are the reason the project is not seeking a curb cut on Dogwood Drive like CVS provided the city grants the west bound left turn lane as depicted on the preliminary site plan.
- Traffic. Attendee ask to point to the proposed east bound right turning lane. Using the overhead screen, Mr. Saad pointed to the preliminary site plan and demonstrated the east

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bound right turning lane is to direct eastward inbound traffic out of the way of other east bound traffic and is pretty common engineering design for safety purposes.

- Mr. Muncaster pointed out that the proposed east bound right turning lane into the Property is longer than Publix turning lanes.
- Lighting. The topic of lighting was raised. Mr. Saad told the attendees he had not yet fully designed the site lighting, but that he will make sure there will be no light pollution. He explained lighting is a challenge because we want both a secure and well-lit site, but also, we want the lighting to be as low as possible. Likely will be a combination of walkway lighting and traditional (LED) directional lighting, but in both cases, designed to avoid directly in the direction of residential.
- Fencing. Mr. Saad directed attention to the preliminary site plan and pointed to the depiction of the location for a fence. Mr. Saad explained why he did not want to install a masonry wall which will require a wide footing and thereby destroying many of the trees he is attempting to save. As an alternative, Mr. Saad presented a sample of a sound fencing which could serve to meet the 6-foot fence requirements and help with sound reflection. In addition, Mr. Saad made the point that with the use of this type of fencing, we may be in better position to possibly meander around trees that otherwise could not be saved.
- Landscaping. Mr. Saad presented the preliminary site plan and explained how the plan is designed with the intention of saving as many of the existing trees as possible. He explained that some of the trees will need to be removed because of safety reasons. For example, the large pines are so mature they are leaning. Should they fall, there is a good chance they could fall on the public trees and right of ways. Then other trees are near their life cycle, and we'll replace those with newer trees. Mr. Saad explained the tree noted at the corner of Airport Boulevard and Dogwood Drive, highlighted in yellow, is an oak tree which is severely damaged. This tree is likely going to have to be removed. Mr. Saad pointed out the requirements for minimum green space for Buffer Business B-1 zoned properties is 15%. He went on to explain the preliminary site plan offers between 36% and 40% of green space.
- Parking. Mr. Saad discussed the new codes with the attendees and explained how Mobile encourages the bulk of the parking to be in the rear of the property which is how the preliminary site plan is designed. With the large amount of green space, the number of parking spaces is considerably reduced, but adequate and meets code requirements. When asked how many parking spaces, Mr. Saad stated about 106, but this could go up some or down. Mr. Saad also discussed his plans for at least 2 electric vehicle charging stations.
- Attendee express concerns about commercial extending further east on Airport Boulevard. Mr. Saad explained that deed restrictions, if active, take priority over zoning regulations. Therefore, the property to the east of the subject properties cannot be used for commercial if the deed restrictions limit the use to just single family residential. So, it is actually up to the owners to open that door. If the deed restrictions had not been terminated in 2017, the subject properties would not be candidate properties for B-1 or any commercial application.
- Mr. Saad thanked everyone for attending and offered to make himself available via phone or in person.

SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Copies of any site plans and other documents are attached as **Exhibit C**.

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CHECKLIST B

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   SEE ATTACHED EXHBIT A - CHECKLIST B

We have reviewed and studied the Comprehensive Plan and we applaud the many individuals, both within the city government and the individuals who participated and contributed with this guiding document. The Comprehensive Plan reflects leadership, care, optimism, and pride of community. Pride for our great city, Mobile.

It was and remains our goal to work through the Comprehensive Plan and use this essential document as a guide for our planning process for the subject properties. While it is impossible to incorporate all of the many recommendations for one single business application, we believe we can demonstrate our plans has made several important connections between our desired use of the subject properties and several critical characteristics recommended by the Comprehensive Plan. Please allow me to offer the following:

APPENDIX F: GLOSSARY OF TERMS – APPENDIX | 94 | MAP OF MOBILE

"INFILL – NEW DEVELOPMENT ON VACANT OR UNDERUTILIZED PARCELS WITHIN AREAS THAT ARE OTHERWISE DEVELOPED..."

1. The Property is 2.82 acres and is clearly underutilized.
2. The project does not require the addition of any new infrastructure.
3. The project will not contribute toward Sprawl.
4. We believe this is a prudent application of the Comprehensive Plan recommendation for revitalization using Infill built environment.

   "BUILT-ENVIRONMENT – THE BUILT ENVIRONMENT CONSISTS OF THE HUMAN-MADE SPACES IN WHICH CITIZENS LIVE, WORK AND PLAY ON A DAY-TO-DAY BASIS. IT ENCOUMPASSES PUBLIC AND PRIVATE BUILDING, PARKS, TRANSPORTATION SYSTEMS, STREETS, SIDEWALKS, ETC."
   "The City envisions a future where new growth and development reinvents in the existing built environment..."
5. The project would comply with the policy of ***"Supporting targeted economic development plans for commercial areas ripe for revitalization, such as major commercial corridors."***

NEED FOR A COMPRESHENSIVE PLAN NOW. CHAPTER 1 INTRODUCTION | 5

1. "EVERYONE WANTS MOBILE TO SUCCED, LEAD AND ***GROW...***
2. We appreciate the fact that the Comprehensive Plan provides the citizens with a voice, and we believe we have been transparent with providing information and fielding question. We have held three meetings with the neighbors, two official meetings and one Zoom meeting with our traffic engineer. The Zoom meeting was offered as a way neighbors could ask questions directly to Skipper Consulting Engineers. Three neighbors participated and the Zoom meeting lasted

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about one hour. In addition, we reached out to all abutting property owners requesting individual meetings so that they would have direct input. We held two individual meetings and believe we garnered solid information which helped us:

- Expand our landscape buffer from 10 feet to 20 feet and in one area, the buffer is near 40 feet. See Preliminary Site Plan.
- Introduce more appropriate fencing which will protect many trees from critical root destruction.
- Understand the need to limit our dumpster and lawncare hours so that we avoid night-time noise.

3. LAND-USE REGULATION REFORM. 70 | MAP FOR MOBILE
Our plan for the site is designed to address the following goal as stated in this section.
"...Form-based codes regulate the form development takes, requiring buildings to be placed in certain locations, parking to be hidden, landscaping to be significant."

The enclosed preliminary site plan demonstrates clear characteristics of the above as follows:

- The building is situated near the front of the property which places it considerable distance away from the residential properties.
- We have included limited parking in the front with the vast majority parking will be in the behind the building and far less visible from Airport Boulevard.
- While the requirement for green space is defined as 15%, our estimated landscape coverage is between 36% and 40%, thus achieving the desired ***"landscaping to be significant".***

POLICIES. CHAPTER 3 PLANNING THE JOURNEY

Note: Property Values will be enhanced. Live near their workplace. Records indicate property values have continued to increase as commercial development in the area has grown.

APPLICATION IS A FIT. The application is a textbook fit with Mobile zoning ordinance.

1. Buffer Business – B-1. This is designed to abut residential and buffer the residential from commercial.
2. The property is on the main corridor of the city.
3. The project will prevent further decaying of vacant property which does not promote the general welfare of the community.

2. **Was there a mistake or error in the original zoning map? ☐ Yes ■ No**
If yes, describe the error
SEE ATTACHED EXHBIT A - CHECKLIST B

We do not believe we could site a mistake in the Comprehensive Plan, however, the Comprehensive Plan as stated therein is a "guide" and is subject to change as conditions change, which clearly is the case in and around Airport Boulevard and University Boulevard. A few of the changes include but are not limited to:

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1. The introduction of University Boulevard through Government Street Highlands.
2. The development of all four corners of University Boulevard and Airport Boulevard.
3. MAP FOR MOBILE | 112 LOW DENSITY RESIDENTIAL (LDR) ***provides "...as well as complementary retail..."*** We suggest as the text provides retail as part of LDR, which is a higher zoning classification than this application seeks, and the City ordinance provides Buffer Business B-1 is allowed to "abut" residential, this application conforms to the appropriate use of the Property.

3. Describe how this proposal promotes the community's health, safety, and welfare.
SEE ATTACHED EXHBIT A - CHECKLIST B.

As we have stated above, our primary objective was to establish that the proposed use of the Property did not adversely affect the community's health, safety, and general welfare.

Through our community outreach and dialogue, we have incorporated design characteristics which we believe do in fact contribute to the community's health, safety, and general welfare. Here are a few examples for consideration:

1. The project will be designed to provide low utilization of the site for predominantly daytime employment. Introducing jobs and economic opportunities is an essential part of community health.
2. The project will include a comprehensive security system together with video recording and notification capability which will positively contribute to any need for first responders.
3. The project will provide full sidewalks on both Airport Boulevard and Dogwood Drive which contributes toward connectivity and health enhancement exercise.
4. The project will include at least 2 Vehicle Charging stations which positively contributes toward environmental sustainability. The encouragement of electric vehicles, which may appear to be a small contribution, does contribute toward the reduction of noise as well as emission and thereby positively supports a healthier community.
5. The above are sound examples of the collective positive contribution toward the general welfare of the community.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
SEE ATTACHED EXHBIT A - CHECKLIST B

There are a number of changes to the surrounding area that are clear and indisputable reasons for granting the request for Buffer Business B-1.

1. The Property is located on Airport Boulevard and part of Government Street Highlands subdivision. The first and clear change is when Government Street Highlands was developed,

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ZONING DISTRICT CORRESPONDENCE MATRIX

The correspondence between

MAP FOR MOBILE
FRAMEWORK FOR GROWTH

CITY OF MOBILE, ALABAMA

November 5, 2015
Appendices Revised: June 2017

APPENDIX | 155

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4. **Describe if there is adequate infrastructure in place to accommodate the proposed request.**
SEE ATTACHED EXHBIT A - CHECKLIST B

Our engineers have confirmed adequate infrastructure is in place to service the proposed zoning and subdivision requirements and to service the proposed project. However, it should be noted that during our neighborhood meetings, flooding at the corner of Airport Boulevard and University Boulevard has been raised as concerns. I have committed and I will follow up with members of the community to speak with the City Engineering department to discuss off-site stormwater infrastructure. We will remit the results of the discussions following completion. In any regard, the Applicant commits to fully complying with all city, state, and federal requirements for stormwater management.

5. **Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.**
SEE ATTACHED EXHBIT A - CHECKLIST B

This project reflects many of the goals and objectives set forth in the Comprehensive Plan. We believe Mobile will benefit from such a plan which reflects real results from neighborhood dialogue. The public purpose and needs are job growth, tax base increase, and the utilization of a site which is by definition, "Infill" thereby avoiding another episode of Sprawl. We believe this project is a sound example of "Built-Environment" principle.

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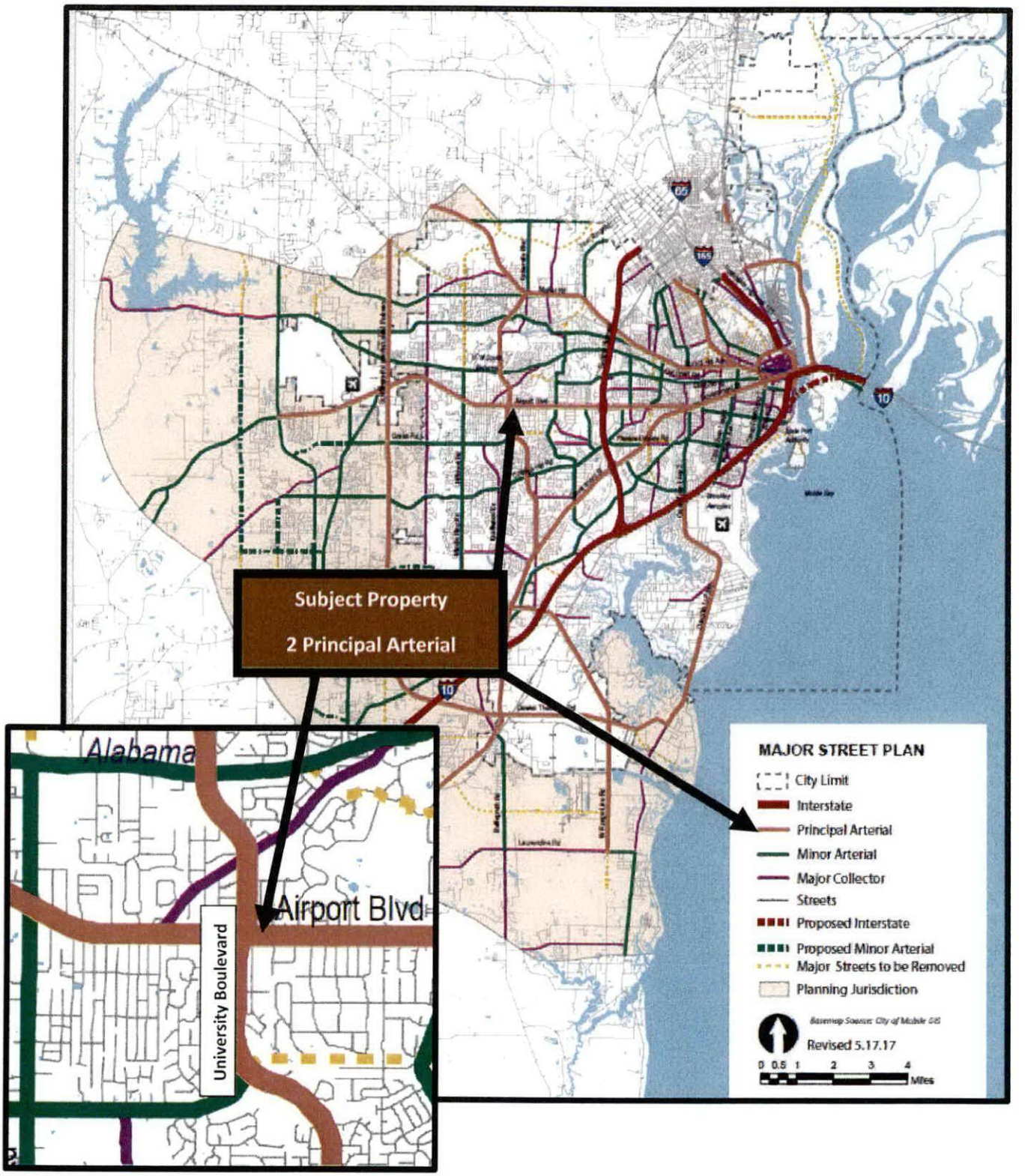

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2. **Describe the surrounding land uses.**
SEE ATTACHED EXHBIT A - CHECKLIST B

To the north is retail extending further west than the Subject Property on the south side of Airport Boulevard. To the east on the south side of Airport Boulevard is LB2 and B3 with the B3 properties extending considerably south of Airport Boulevard. On the north side of Airport Boulevard, the properties are a mixture of commercial and buffer business. The Subject Property is compliant with the Zoning ordinance as it will serve as a "buffer between single family residential and commercial uses.

3. **Describe any potential adverse impacts on neighboring properties and how they will be mitigated.**
SEE ATTACHED EXHBIT A - CHECKLIST B

Through our many discussions with the surrounding property owners, we have taken considerable care to mitigate issues of concern. I have listed below the results of our dialogue:

1. Incorporated considerably deeper landscape buffers.
2. Incorporated extra green spaces.
3. Incorporated tree preservation initiatives.
4. Incorporated fencing which will be sound reflective.
5. Incorporated self-imposed restrictions which are designed to prevent night-time trucks and machinery use.
6. Incorporated connective with sidewalks.
7. Provided commitment to meet all city, state, and federal stormwater management requirements in order to manage stormwater.
8. Engaged and executed a full traffic study in advance of submitting the application. This study recommended the west bound left lane as an alternative to traffic flow in and out of Dogwood Drive.
9. Incorporated electric vehicle charging stations as part of our sustainability efforts.
10. Plans will include low lighting program as part of our night-time illumination of the parking and ground all with the goal of no light pollution.
11. Incorporate an east bound right turn lane for traffic safety.
12. Commitment to incorporate the subdivision name, Government Street Highlands, as part of our monument sign. See self-imposed restrictions.

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there were no plans for University Boulevard. When the City of Mobile found the need to construct University Boulevard, the need for several of the lots and homes in Government Street Highlands set the stage for what is now defined by the City of Mobile as a "Major Artery" boulevard. University Boulevard and Airport Boulevard are both major arteries which now have commercial uses on all four corners.

2. In 2017, Government Street Highlands subdivision secured sufficient votes to "Terminate" all restrictions. The was a major change in that the recorded document terminates "all" restrictions thus recognizing the changes in the area have impacted the properties such that there is no longer a restriction to just single family residential within Government Street Highlands Subdivision. This change created a pathway for this application.

3. The recent court case which cleared the way for CVS to be built, introduced the CVS project with an LB2 zoning classification. This application is seeking Buffer Business B-1, which by definition of the City zoning ordinance, B-1 is designed to be a 'buffer" between single family residential and commercial. In this case, between single family residential to the east and south and commercial (retail) to the north and west. This is exactly what is allowed in many other B-1 properties on Airport Boulevard.

4. THE FUTURE LAND USE MAP (FLUM) + DESIGNATION – APPENDIX 111
As stated, ***"The FLUM is the primary guide to the future physical development of the City of Mobile." "The map is conceptual."***

5. In examining the Mobile County Assessors records, property values have continued to increase over the years while commercial and buffer business uses have been growing in the area.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
SEE ATTACHED EXHBIT A - CHECKLIST B

The trend in the area is clear toward commercial and buffer business. Airport Boulevard is a Major Street Artery and has developed commercially on all four corners of University Boulevard and Airport Boulevard.

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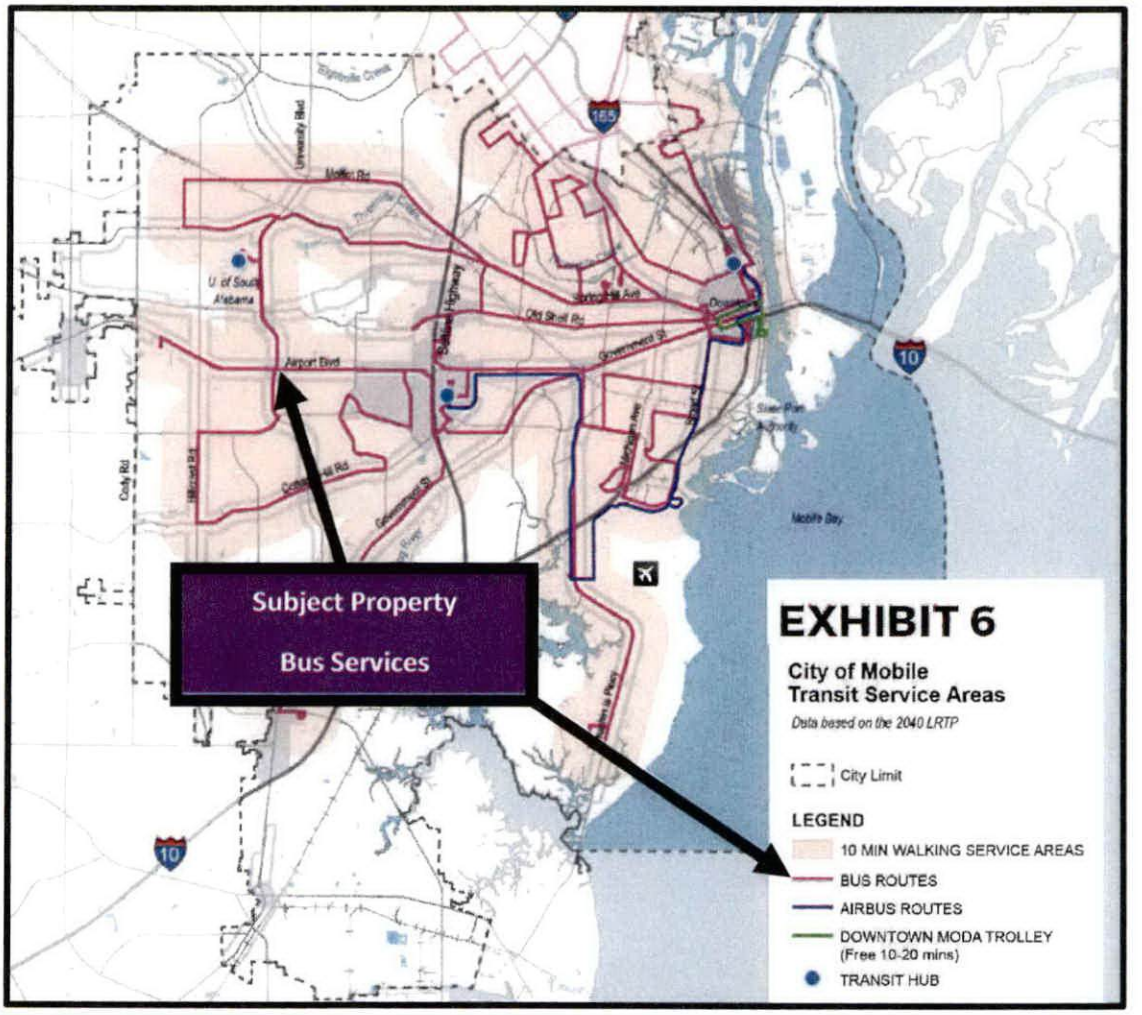
Mobile Transit Services

Subject Property is located on the Mobile Bus Routes



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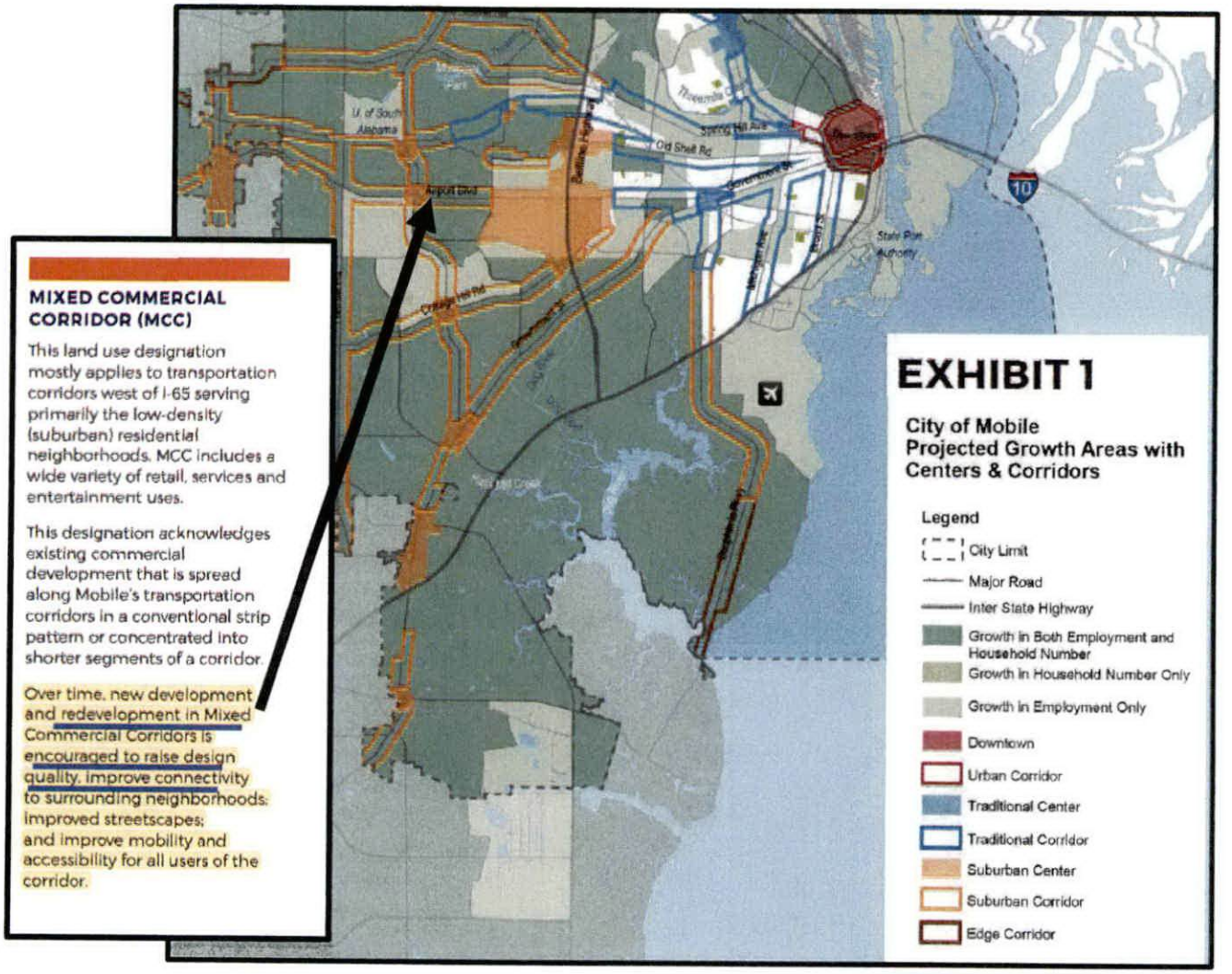
Mixed Commercial Corridor (MCC)

Growth in both business and housing



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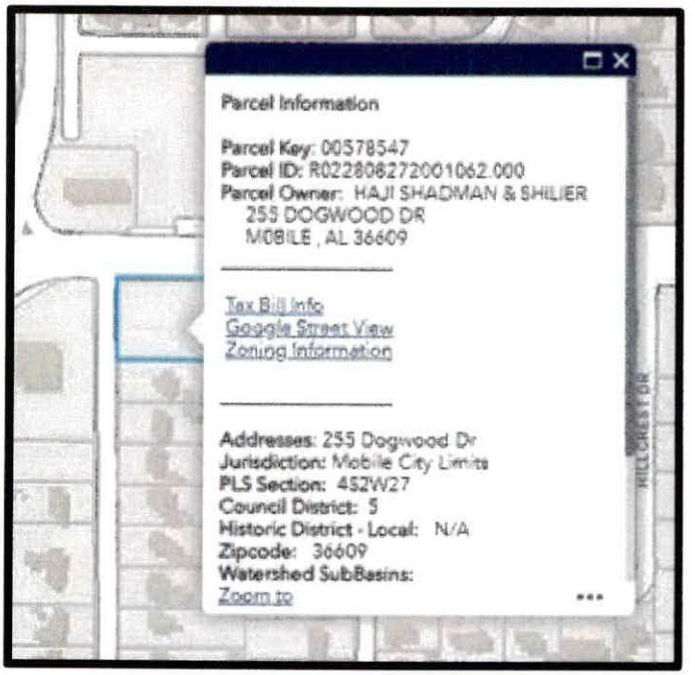
SUBDIVISION SECTION OF EXHIBIT A

Owner – Shadman & Shilier Haji 255 Dogwood Drive, Mobile, AL 36609

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

	Applicant	Agent (If Applicable)
Name:	GREGORY B. SAAD	GREGORY B. SAAD
Firm:	SAAD DEVELOPMENT CORPORATION	SAAD DEVELOPMENT CORPORATION
Phone:	251.709.0330	251.709.0330
Email:	gergsaad@saad.com	gregsaad@saad.com
Address:	3601 Spring Hill Business Park, Suite 200, Mobile, AL 36608	3601 Spring Hill Business Park, Suite 200, Mobile, AL 36608
	Owner	Civil Engineer / Surveyor
Name:	See Attached Subdivision Section of Exhibit A	J. Brett Orrell, President
Firm:		Poly Surveying
Phone:	See Attached Subdivision Section of Exhibit A	251.666.2010
Email:	See Attached Subdivision Section of Exhibit A	brett@polysurveying.com
Address:	See Attached Subdivision Section of Exhibit A	5588 Jackson Road, Mobile, AL 36619

Phone – 251.605.7685 | email – shadmanihaii@yahoo.com



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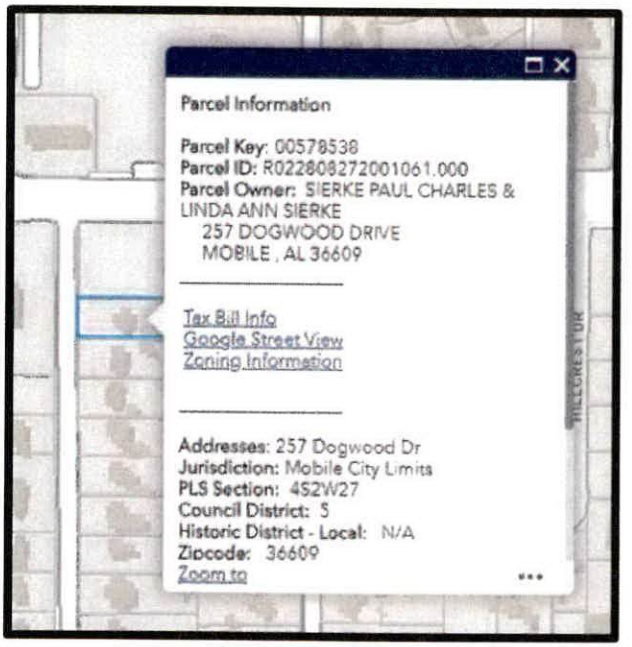
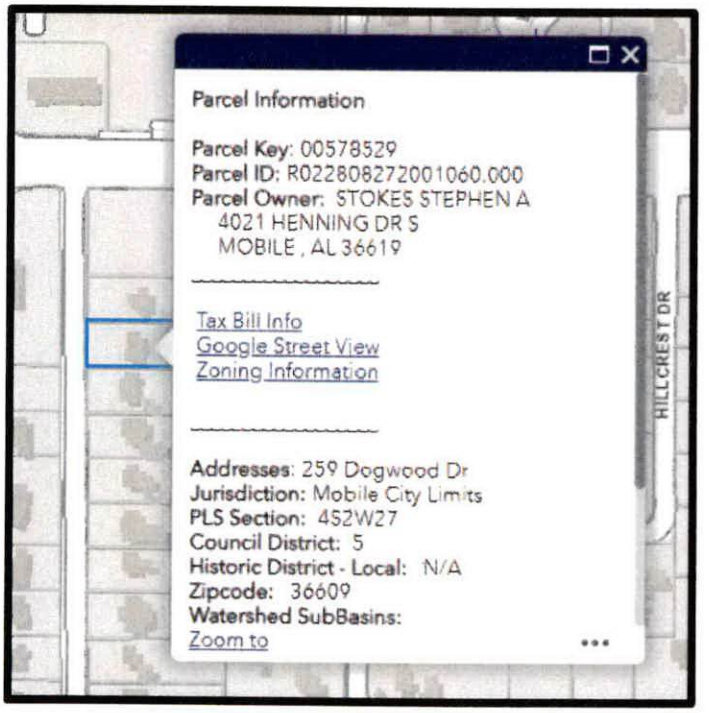
Owner – Paul C. & Linda Ann Sierke 257 Dogwood Drive, Mobile, AL 36609

Phone – 251.404.5190 | email - chucksierke@gmail.com



Owner – Stephen A. Stokes 259 Dogwood Drive, Mobile, AL 36609

Phone – 251.554.8077 | email - stephen.stokes24@gmail.com



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2. PROPERTY INFORMATION If annexes and bounds legal description, please attach.

SDC-B1

Subdivision Name

Dogwood Drive and Airport Boulevard

Location

259, 257, & 255 Dogwood Dr

Property Address

2.82 acres

Property Area (acres or square feet)

R022808272001060.000, R022808272001061.000, and R022808272001062.000

Parcel Number(s) or Key Number(s)

R-1

Present Zoning or Transect District

1

Proposed Number of Lots

Sec-27 R-4S T-2W

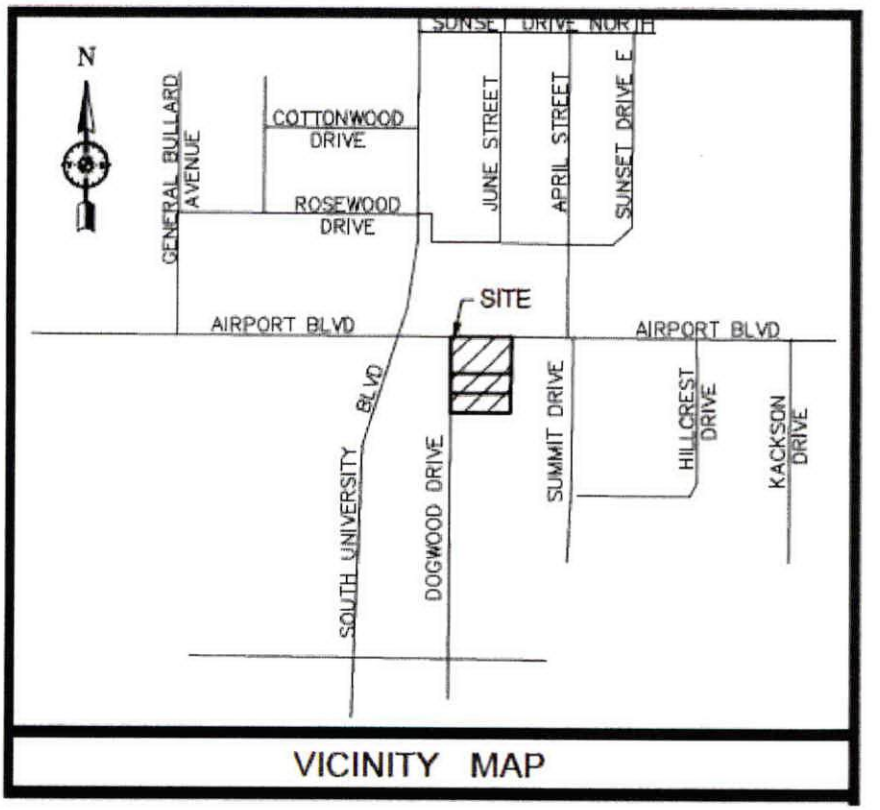
Section, Township, Range

X-Unshaded

Flood Zone

Sanitary facilities provided (Ex: City water and individual septic tanks): City Water, City Sewer, City Storm Sewer

Location



VICINITY MAP

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CCIM

SUBDIVISION APPLICATION – HARD COPIES OF ADDRESS LABELS

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

LADAS S.L. / THE WAW FAMILY TRUST
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LADAS S.L. / THE WAW FAMILY TRUST
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LADAS S.L. / THE WAW FAMILY TRUST
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

BRETT ORELL
POLYSURVEYING
5588 JACKSON ROAD
MOBILE, AL 36619

BRETT ORELL
POLYSURVEYING
5588 JACKSON ROAD
MOBILE, AL 36619

BRETT ORELL
POLYSURVEYING
5588 JACKSON ROAD
MOBILE, AL 36619

HILLCREST SOUTH, LLC, AN ALA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

HILLCREST SOUTH, LLC, AN ALA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

HILLCREST SOUTH, LLC, AN ALA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PK, ST 200
MOBILE, AL 36608

GREGORY B. SAAD, APPLICANT
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MOBILE, AL 36608

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3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
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DESIGN PROFESSIONALS

HDSARCHITECTURE
625 Mt. Auburn Street
Cambridge, MA 02138
Office: 617.714.5870 x 108
Cell: 617.763.5005
Email: hstrauch@hdsarchitecture.com

@hdsarchitecture
HDS Architecture
www.hdsarchitecture.com

Dwayne Smith, PE
Principal

ANCHOR|dbg
50 North Florida Street
Mobile, Alabama 36607
Office: 251.459.8460
Cell: 251.510.5424
Fax: 251.650.3887

J. Brett Orrell, President
PLS AL, FL & MS
251-666-2010 (office)
brett@polysurveying.com

POLY
SURVEYING

CORPORATE OFFICE
5588 Jackson Road
Mobile, AL 36619
(251) 666-2010

WAS DESIGN
landscape architects

CHAD WATKINS, PLA, ASLA
Principal
P: 251.948.7181
218 N. Alston St. | Foley, AL 36535
www.was-design.com

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SPECIAL EXCEPTION

This project is planned to include a financial institution which will have as part of the use drive-through services as depicted on the attached engineering plan. We are not submitting our Special Exception Application to the Board of Adjustments until we have held our "Completeness Meeting" with the City of Mobile. Should the City determine we are to submit our Special Exception Application simultaneously with the zoning and subdivision applications, we will complete the entire application and submit as required.

Sec. 64-2-24 Use Table

A. Permitted Uses. The Use Table (see Sec. 64-2-24.1) establishes uses permitted within each zoning district, and how they are permitted. For additional reference, please see Article 8, Definitions. The uses permitted in each of the zoning districts established in this Article are permitted as follows:

R	**Allowed By Right**	Uses in the Use Table identified by "R" in any column are allowed by Right in that particular district subject to the conditions specified in Article 4 or elsewhere in this Chapter.
S	**Special Exception**	Uses in the Use Table identified by "S" in any column are permitted only if a Special Exception is approved by the Board of Adjustment (BZA) (see Article 5, Procedures). Special Exceptions are also subject to any conditions and limitations specified in Article 5 or imposed as a condition of approval by the BZA. See Article 10 for application information.

7/9/23, 11:13 AM Mobile, AL Code of Ordinances

Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Financial institution					S		S	R	R	R	R	R	R	R	R	R	R	R	R

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Exhibit 1

Voluntary Conditions & Use Restrictions

Subject to the City of Mobile approving the Applications for both zoning from Suburban R-1 single family residential to Suburban B-1 Buffer Business, as the Applicant, I voluntarily place the following conditions and restrictions on the property, which shall apply to the Property so long as the Property is being used for any B-1 Buffer Business use as outlined in the City of Mobile Chart of Uses.

1. Construction Schedule. Exterior construction schedule shall be limited to:
   i. Regular Schedule. Monday – Friday, 6:00 am until 6:00 pm.
   ii. Weekend Schedule. Only in cases of emergencies, due to impact by inclement weather, supply chain delays or deliveries. In all cases, hours of work shall be limited to between 6:00 am until 6:00 pm.
2. Dumpster Pick up. All dumpster trash pickup trucks, including during construction phase, shall be limited to between 7:00 am and 6:00 pm.
3. Lawncare and Parking Lot Cleaning. All lawncare and parking lot cleaning motorized machinery will be limited to between 7:00 am and 6:00 pm. In no event will the irrigation system be limited to specific hours.
4. Permanent Signage. Applicant shall install monument signs for the project.
5. Subdivision Sign. Applicant will either include the name "Government Street Highlands" as part of the monument sign or shall repair the existing Government Street Highlands sign subject to City of Mobile approvals.
6. Provided the City of Mobile approves the west bound left turn lane into the Property, Applicant will not pursue a curb cut onto Dogwood Drive. However, this restriction will not apply under the following circumstances:
   i. The Fire Marshal requires a means of ingress and egress onto Dogwood Drive for emergency purposes. Should the Fire Marshal so determine a Dogwood Drive entrance is required for safety purposes, Applicant will seek approval for a decorative gate to be installed with the customary lock box for emergency use.
   ii. In the event in the future, Dogwood Drive is abandoned as a public road south of the Property, Applicant will be released from this restriction and shall have the right to seek full ingress and egress of that portion of Dogwood Drive remaining, if any.
   iii. Should the City of Mobile deny Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard.

Signed this _____ day of _____, 2023.

Gregory B. Saad, Applicant

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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

ZONING APPLICATION CONTACT LIST

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: SDC-B1

Address: 255, 257, 259 Dogwood Drive, Mobile, AL 36609

Owner: See Authorization Forms

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Authorized Agent: Gregory B. Saad

Address: 3601 Spring Hill Business Park, Suite 200, Mobile, AL Zip Code: 36608

Phone: 251.709.0330 Fax: N/A Email: gregsaad@saad.com

Contractor: TBD

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Anchor|dbg

Address: 50 North Florida Street, Mobile, AL Zip Code: 36607

Phone: 251.459.8460 Fax: 251.650.3887 Email: dsmith@anchordbg.com

Architect: HDS Architecture

Address: 625 Mt. Auburn Street, Cambridge, MA Zip Code: 02138

Phone: 617.714.5870 Fax: _____ Email: hstrauch@hdsarchitecture.com

Submitted by:

GB Saad — Gregory B. Saad, President Saad Development Corporation

Signature — Print

10/3/2023 — Developer

Date — Affiliation to project/Organization

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised May 2020

Agenda Item # 1 - HOLDOVER

SUB-002680-2023 & ZON-UDC-002678-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
255, 257, & 259 Dogwood Drive

Subdivision Name:
SDC-B1 Subdivision

Applicant / Agent:
Gregory B. Saad, Saad Development Corporation

Property Owner:
Shadman & Shilier Haji, Paul C. & Linda Ann Sierke, and Stephen A. Stokes

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

Proposed Zoning:
B-1, Buffer Business Suburban District

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with four (4) conditions.

Report Contents: **Page**

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Site History 3
Staff Comments 3
Subdivision Considerations 7
Rezoning Considerations 8
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units. Commercial units lie west and north of the site.

APPLICATION NUMBER 1 DATE November 16, 2023	N
APPLICANT SDC-B1 Subdivision	
REQUEST Subdivision, Rezoning from R-1 to B-1	NTS

HOLDOVER COMMENTS

This application was heldover from the Planning Commission's November 2nd meeting due to a lack of a quorum. No new or revised information has been submitted by the applicant.

SITE HISTORY

The subject site consists of Lots 1-3 of the Government Street Highland Subdivision, recorded in Probate Court in 1942.

The site was most recently before the Planning Commission at its March 1, 2018 meeting, with applications for a two-lot Subdivision, Planned Unit Development Approval to allow multiple buildings on two building sites, and Rezoning from R-1, Single-Family Residential to LB-2, Limited- Neighborhood Business District and R-3, Multiple-Family District, to allow the construction of two restaurants, and to allow the construction of 12 townhomes. The applications were denied.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum) at the northeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage (acre and square feet).
C. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #76) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 28,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Revised for the November 16th meeting:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum) at the northeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage (acre and square feet).
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #76) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 28,000 sf.
D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.

H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

REZONING

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Traffic Engineering received a comprehensive traffic impact analysis report regarding the prospective construction of a mixed-use development in Mobile, Alabama. The report was conducted by Skipper Consulting, Inc. in response to the request made by SAAD Development Corporation. The following is a summary of Traffic Engineering's response that was sent back to the consultant. The site is currently occupied by a limited number of single-family residences. Skipper Consulting demonstrated a level of diligence in their report and made recommendations in the interest of optimizing traffic flow to ensure the safe and efficient utilization of the project site and its surroundings. However, Traffic Engineering has identified some safety concerns and instances of non-compliance with access management regulations within those provided recommendations. The concerns have the potential to result in traffic congestion along Airport Boulevard, safety hazards for oncoming vehicles, and conflicts for those trying to enter the facility. From these findings, Traffic Engineering recommends that a driveway access for SAAD Development Corporation be built on Dogwood Drive. It is recommended that the driveway access along the Airport Blvd corridor be converted into a right-in and right-out access only and that, if possible, the driveway is located further eastward to achieve 660 feet from the nearest intersection as recommended by the ALDOT Access Management Manual. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The applicant is proposing a one (1)-lot resubdivision of proposed Lots 1-3 of the previously-mentioned Government Street Highland Subdivision.

The preliminary plat submitted provides the proposed lot size in both square feet and acres, which exceed the minimum lot size for a B-1 Buffer Business Suburban District and if approved, should be retained on the Final Plat.

The site has frontage along Airport Boulevard and Dogwood Drive. Airport Boulevard is a Principal Arterial on the Major Street Plan, that should have a minimum right-of-way of 100-feet. As the preliminary plat does not depict the existing right-of-way along Airport Boulevard, if approved, the Final Plat should be revised to either depict dedication to provide 50-feet from the centerline of Airport Boulevard, or show that such right-of-width currently exists. Dogwood Drive is a minor street without curb and gutter, and should therefore have a minimum right-of-way of 60-feet. The preliminary plat depicts a compliant existing right-of-way for Dogwood Drive, which should be retained on the Final Plat, if approved.

As proposed, the 25-foot minimum front setback is depicted along both frontages, and should be retained on the Final Plat, if approved.

Rezoning

The subject site is immediately abutted by R-1, Single Family Residential Suburban District to the South and East, with LB-2, Limited Neighborhood Business Suburban District to the West (across Dogwood Drive), and B-2, Neighborhood Business Suburban District to the North (across Airport Boulevard).

The applicant is proposing to rezone the subject site to B-1 to accommodate between 14,000 and 28,000 square feet of professional office space. The applicant states that the design of the structure has not been finalized yet, and that the plan submitted is still conceptual. That being said, if the site is rezoned and allowed to be developed commercially, it must comply with all requirements of the Unified Development Code (UDC), to include the provision of a residential buffer, compliant parking surfacing and lighting, and structural designs.

The applicant does mention that a possible tenant could include a financial institution, which would require Special Exception approval to be located within a B-1 district. It should be noted that Special Exceptions are site-plan specific approvals considered by the Board of Zoning Adjustment.

The applicant has included a "Voluntary Conditions and Use Restrictions" form. The form (which is available via the "Applicant Materials for Consideration – Rezoning" on page 1. which provides restrictions for the construction of the proposed development, times for dumpster pick-up to occur, maintenance of the site's landscaping areas, freestanding signage to be on the site, as well as access to the site. Item number six (6) of the applicant's Voluntary Conditions and Use Restrictions relates to access to the site and sub-item iii states that if "The City of Mobile deny(ies) Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard." Based on the Traffic Engineering comments, it should be noted that the left-in, right-out curb cut onto Dogwood Drive would be permissible from both a Traffic Engineering standpoint and as stipulated in the Voluntary Conditions and Use Restrictions submitted by the applicant. If approved, an original notarized copy of the "Voluntary Conditions and Use Restrictions" form must be submitted to Planning & Zoning staff.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Completion of the Rezoning process prior to signing the Final Plat;
2. Revision of the Final Plat to either depict dedication to provide 50-feet from the centerline of Airport Boulevard, or show that such already exists;
3. Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4. Retention of all right-of-way widths on the Final Plat, adjusted for dedication, if necessary;
5. Retention of the plat to illustrate a 25-foot minimum building setback line along both rights-of-way, adjusted for dedication, if necessary;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.
The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
4. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP

APPLICATION NUMBER 1 DATE November 16, 2023

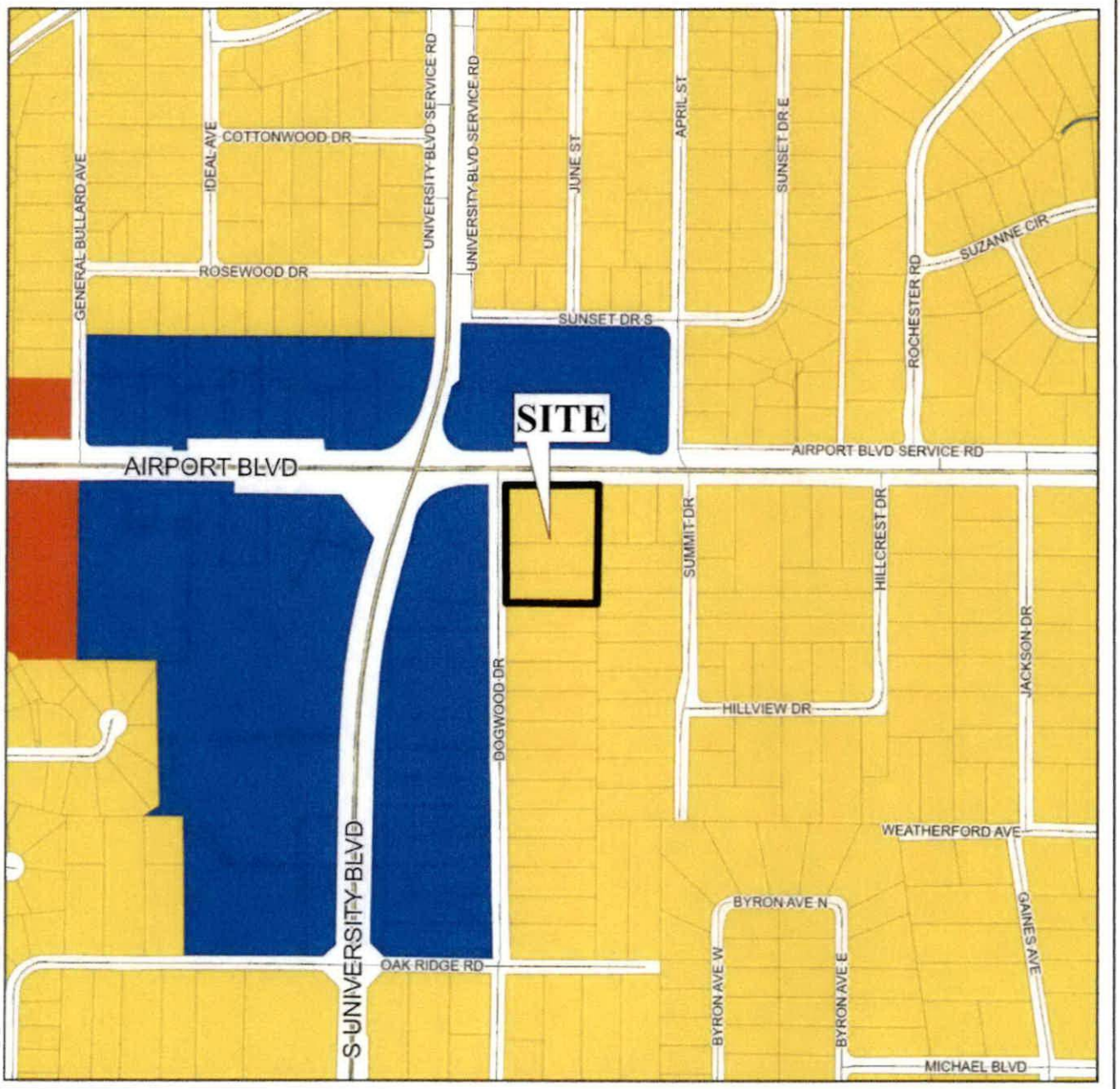
APPLICANT SDC-B1 Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE November 16, 2023

APPLICANT SDC-B1 Subdivision

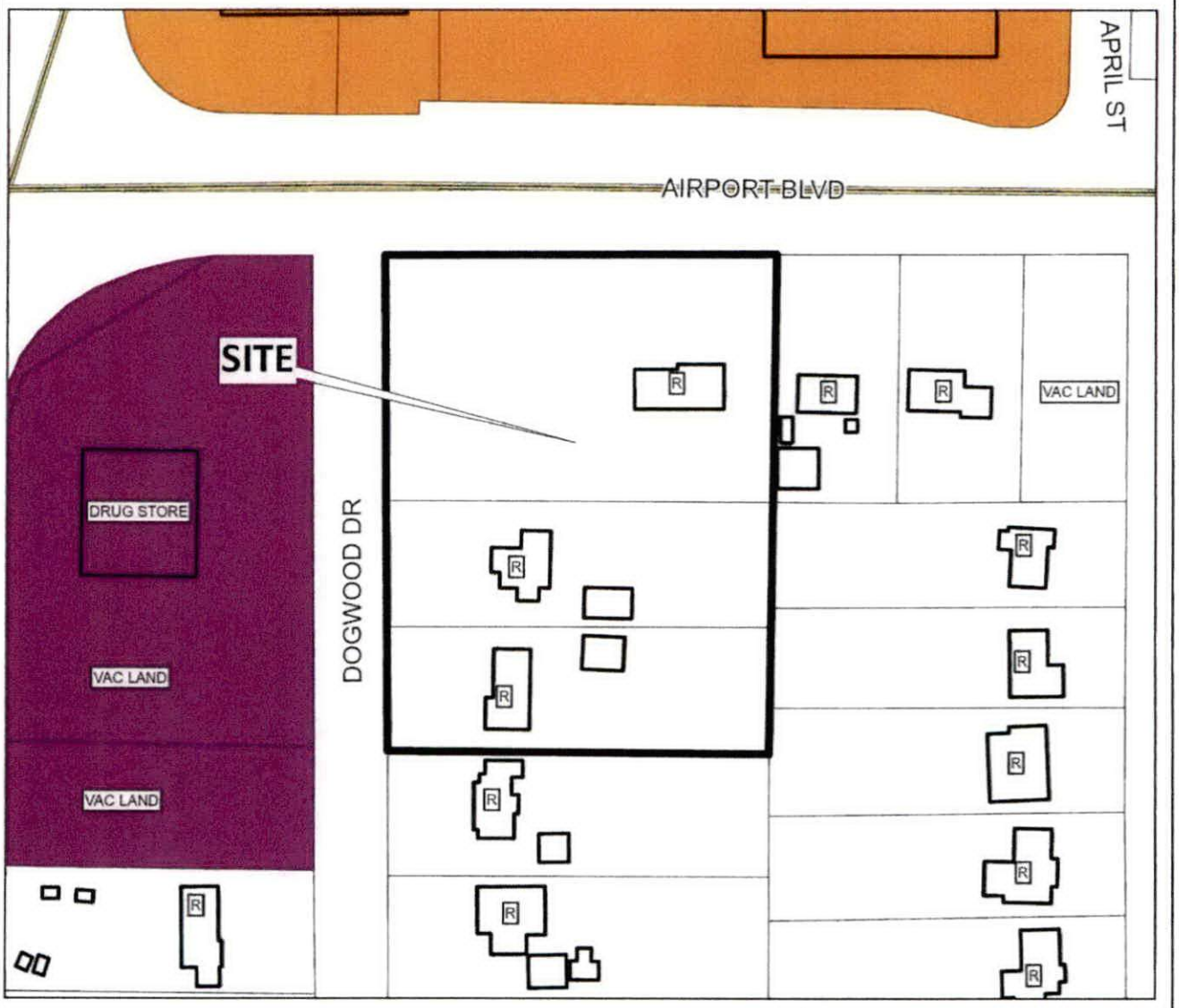
REQUEST Subdivision, Rezoning from R-1 to B-1

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units lie west and north of the site.

APPLICATION NUMBER 1 DATE November 16, 2023

APPLICANT SDC-B1 Subdivision

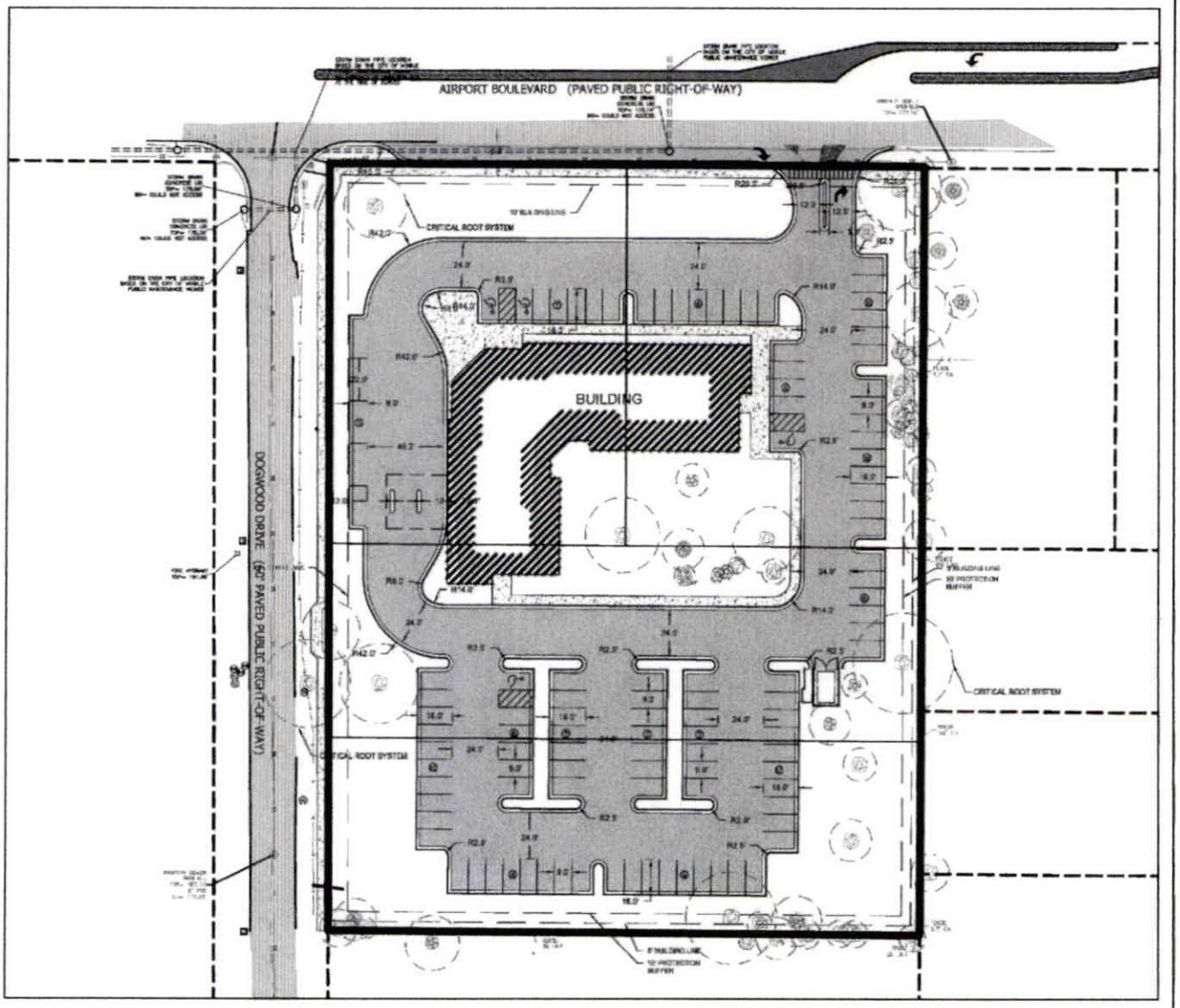
REQUEST Subdivision, Rezoning from R-1 to B-1

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

N

NTS

SITE PLAN



The site plan illustrates the proposed building , and parking.

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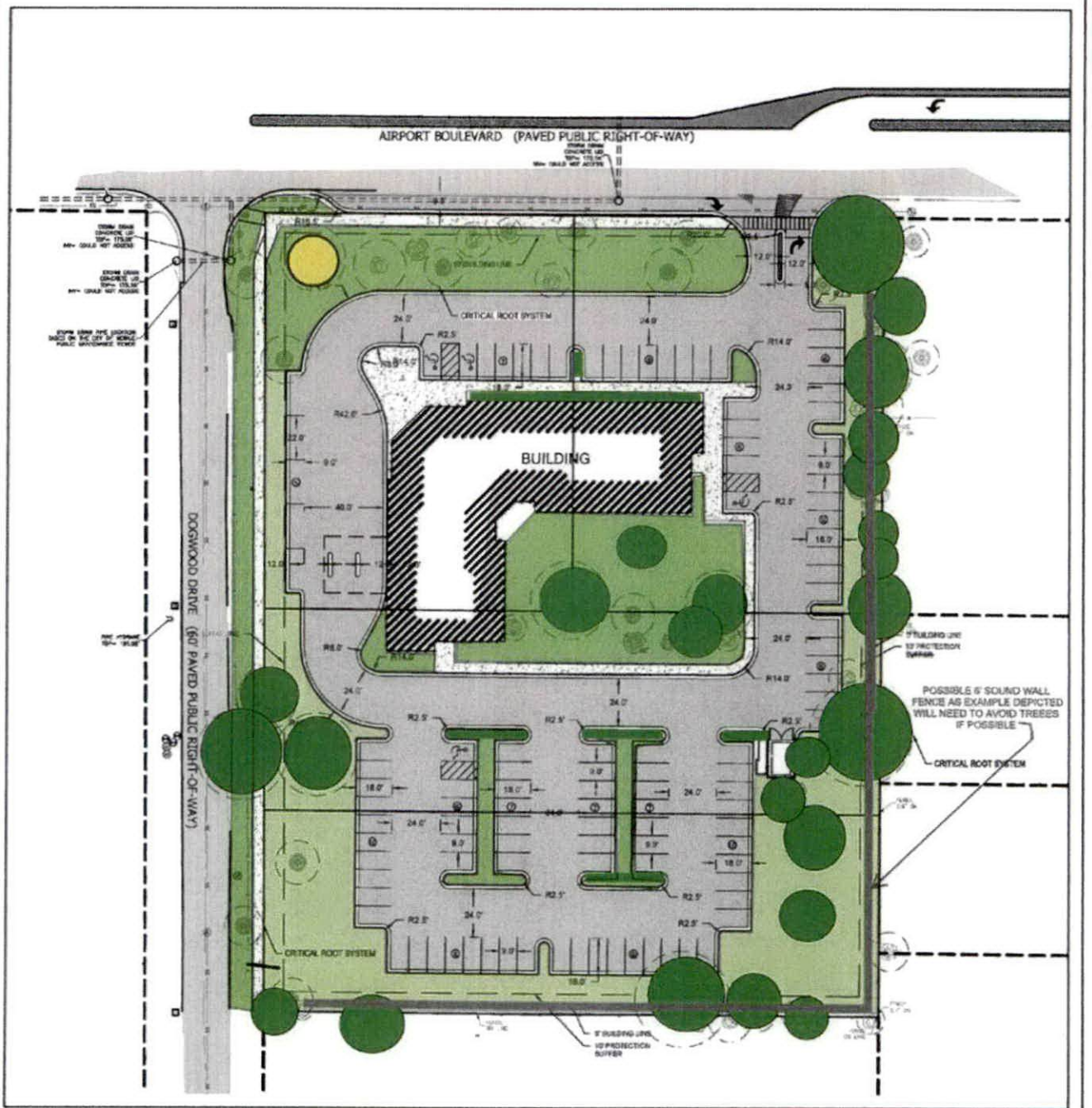
APPLICANT SDC-B1 Subdivision	
REQUEST Subdivision, Rezoning from R-1 to B-1	NTS

LANDSCAPE SITE PLAN



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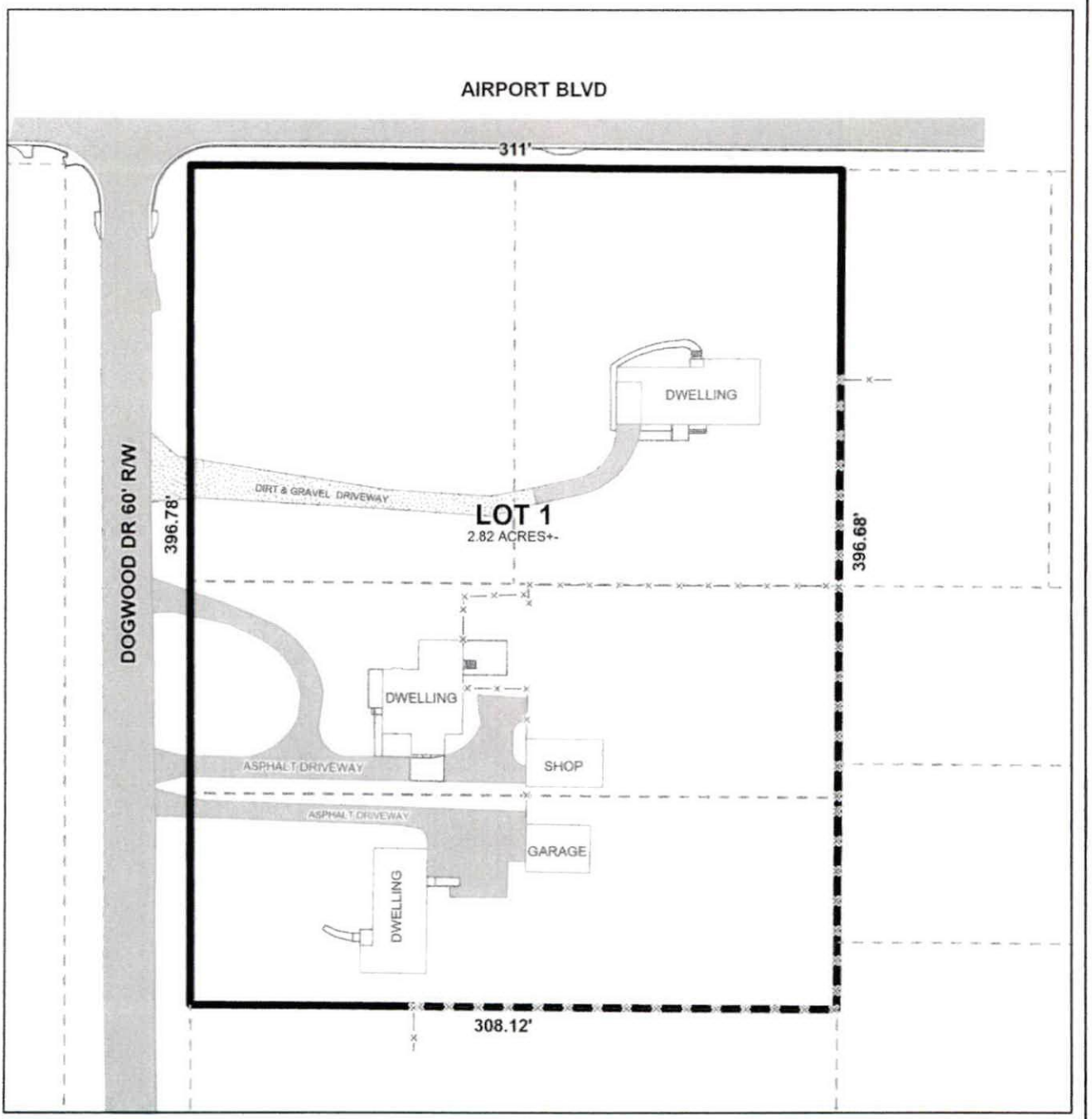
REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE November 16, 2023

APPLICANT SDC-B1 Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDW/RU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

Planning Commission
November 2, 2023

Agenda Item # 8

SUB-002680-2023 & ZON-UDC-002678-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
255, 257, & 259 Dogwood Drive

Subdivision Name:
SDC-B1 Subdivision

Applicant / Agent:
Gregory B. Saad, Saad Development Corporation

Property Owner:
Shadman & Shilier Haji, Paul C. & Linda Ann Sierke, and Stephen A. Stokes

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

Proposed Zoning:
B-1, Buffer Business Suburban District

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with four (4) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units. Commercial units lie west and north of the site.

APPLICATION NUMBER 8 DATE November 2, 2023	N
APPLICANT SDC-B1 Subdivision	
REQUEST Subdivision, Rezoning from R-1 to B-1	NTS

SITE HISTORY

The subject site consists of Lots 1-3 of the Government Street Highland Subdivision, recorded in Probate Court in 1942.

The site was most recently before the Planning Commission at its March 1, 2018 meeting, with applications for a two-lot Subdivision, Planned Unit Development Approval to allow multiple buildings on two building sites, and Rezoning from R-1, Single-Family Residential to LB-2, Limited- Neighborhood Business District and R-3, Multiple-Family District, to allow the construction of two restaurants, and to allow the construction of 12 townhomes. The applications were denied.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum) at the northeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage (acre and square feet).
C. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #76) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 28,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Traffic Engineering received a comprehensive traffic impact analysis report regarding the prospective construction of a mixed-use development in Mobile, Alabama. The report was conducted by Skipper Consulting, Inc. in response to the request made by SAAD Development Corporation. The following is a summary of Traffic Engineering's response that was sent back to the consultant. The site is currently occupied by a limited number of single-family residences. Skipper Consulting demonstrated a level of diligence in their report and made recommendations in the interest of optimizing traffic flow to ensure the safe and efficient utilization of the project site and its surroundings. However, Traffic Engineering has identified some safety concerns and instances of non-compliance with access management regulations within those provided recommendations. The concerns have the potential to result in traffic congestion along Airport Boulevard, safety hazards for oncoming vehicles, and conflicts for those trying to enter the facility. From these findings, Traffic Engineering recommends that a driveway access for SAAD Development Corporation be built on Dogwood Drive. It is recommended that the driveway access along the Airport Blvd corridor be converted into a right-in and right-out access only and that, if possible, the driveway is located further eastward to achieve 660 feet from the nearest intersection as recommended by the ALDOT Access Management Manual. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The applicant is proposing a one (1)-lot resubdivision of proposed Lots 1-3 of the previously-mentioned Government Street Highland Subdivision.

The preliminary plat submitted provides the proposed lot size in both square feet and acres, which exceed the minimum lot size for a B-1 Buffer Business Suburban District and if approved, should be retained on the Final Plat.

The site has frontage along Airport Boulevard and Dogwood Drive. Airport Boulevard is a Principal Arterial on the Major Street Plan, that should have a minimum right-of-way of 100-feet. As the preliminary plat does not depict the existing right-of-way along Airport Boulevard, if approved, the Final Plat should be revised to either depict dedication to provide 50-feet from the centerline of Airport Boulevard, or show that such right-of-width currently exists. Dogwood Drive is a minor street without curb and gutter, and should therefore have a minimum right-of-way of 60-feet. The preliminary plat depicts a compliant existing right-of-way for Dogwood Drive, which should be retained on the Final Plat, if approved.

As proposed, the 25-foot minimum front setback is depicted along both frontages, and should be retained on the Final Plat, if approved.

Rezoning

The subject site is immediately abutted by R-1, Single Family Residential Suburban District to the South and East, with LB-2, Limited Neighborhood Business Suburban District to the West (across Dogwood Drive), and B-2, Neighborhood Business Suburban District to the North (across Airport Boulevard).

The applicant is proposing to rezone the subject site to B-1 to accommodate between 14,000 and 28,000 square feet of professional office space. The applicant states that the design of the structure has not been finalized yet, and that the plan submitted is still conceptual. That being said, if the site is rezoned and allowed to be developed commercially, it must comply with all requirements of the Unified Development Code (UDC), to include the provision of a residential buffer, compliant parking surfacing and lighting, and structural designs.

The applicant does mention that a possible tenant could include a financial institution, which would require Special Exception approval to be located within a B-1 district. It should be noted that Special Exceptions are site-plan specific approvals considered by the Board of Zoning Adjustment.

The applicant has included a "Voluntary Conditions and Use Restrictions" form. The form (which is available via the "Applicant Materials for Consideration – Rezoning" on page 1. which provides restrictions for the construction of the proposed development, times for dumpster pick-up to occur, maintenance of the site's landscaping areas, freestanding signage to be on the site, as well as access to the site. Item number six (6) of the applicant's Voluntary Conditions and Use Restrictions relates to access to the site and sub-item iii states that if "The City of

Mobile deny(ies) Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard." Based on the Traffic Engineering comments, it should be noted that the left-in, right-out curb cut onto Dogwood Drive would be permissible from both a Traffic Engineering standpoint and as stipulated in the Voluntary Conditions and Use Restrictions submitted by the applicant. If approved, an original notarized copy of the "Voluntary Conditions and Use Restrictions" form must be submitted to Planning & Zoning staff.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Completion of the Rezoning process prior to signing the Final Plat;
2. Revision of the Final Plat to either depict dedication to provide 50-feet from the centerline of Airport Boulevard, or show that such already exists;
3. Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4. Retention of all right-of-way widths on the Final Plat, adjusted for dedication, if necessary;
5. Retention of the plat to illustrate a 25-foot minimum building setback line along both rights-of-way, adjusted for dedication, if necessary;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
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- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
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- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

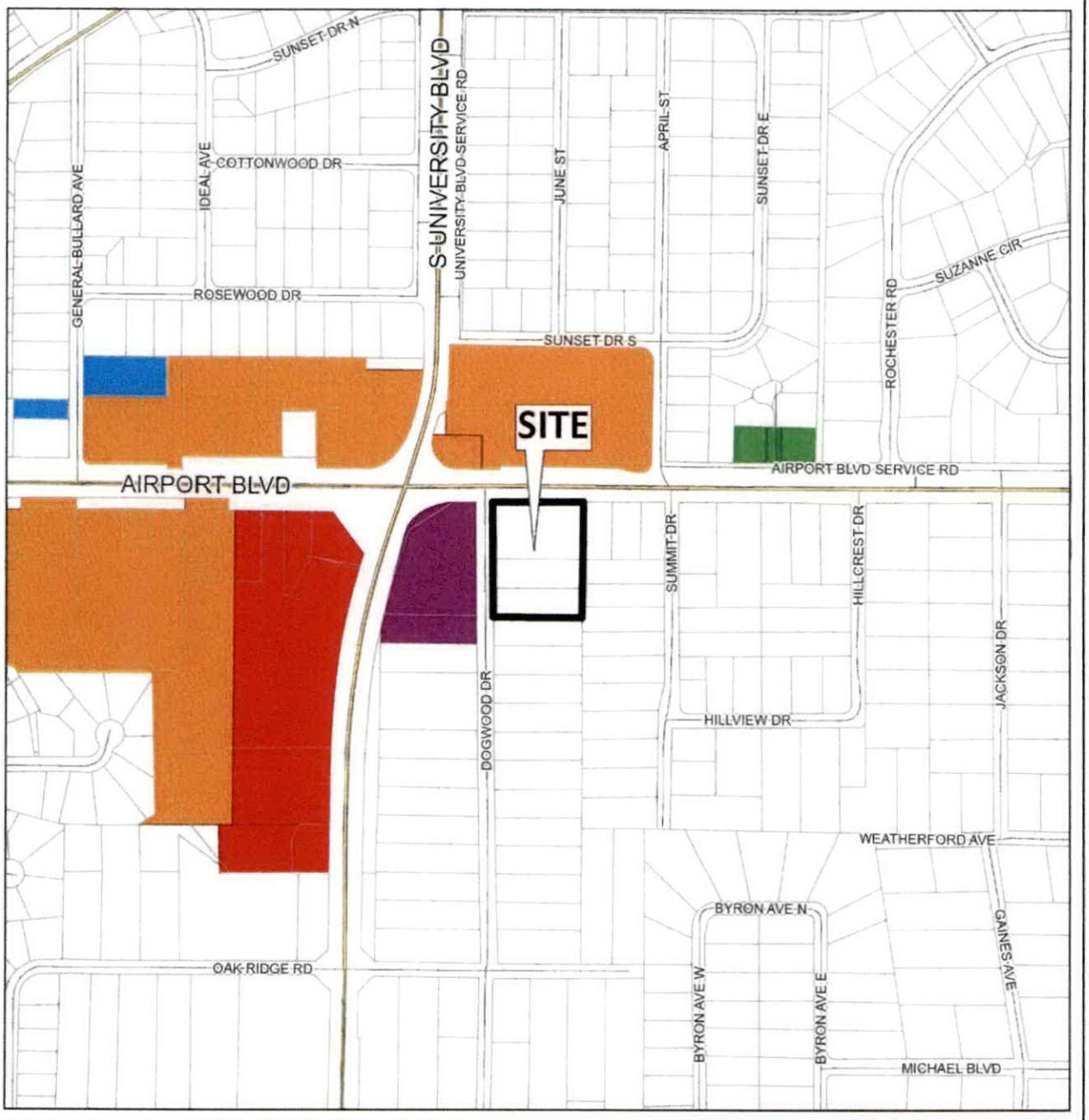
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
4. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



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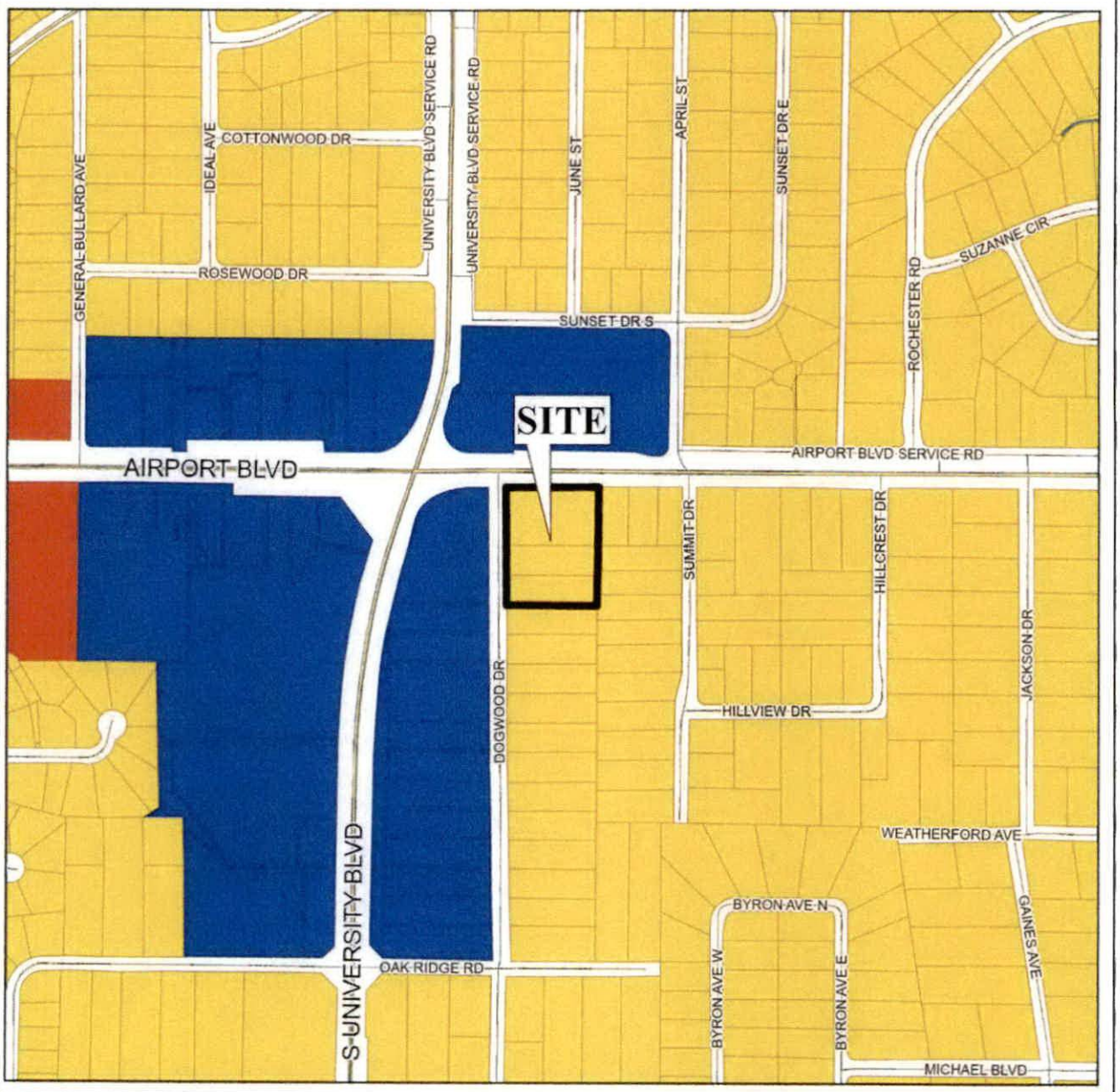
N

NTS

FLUM LOCATOR MAP



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- Low Density Residential
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- District Center
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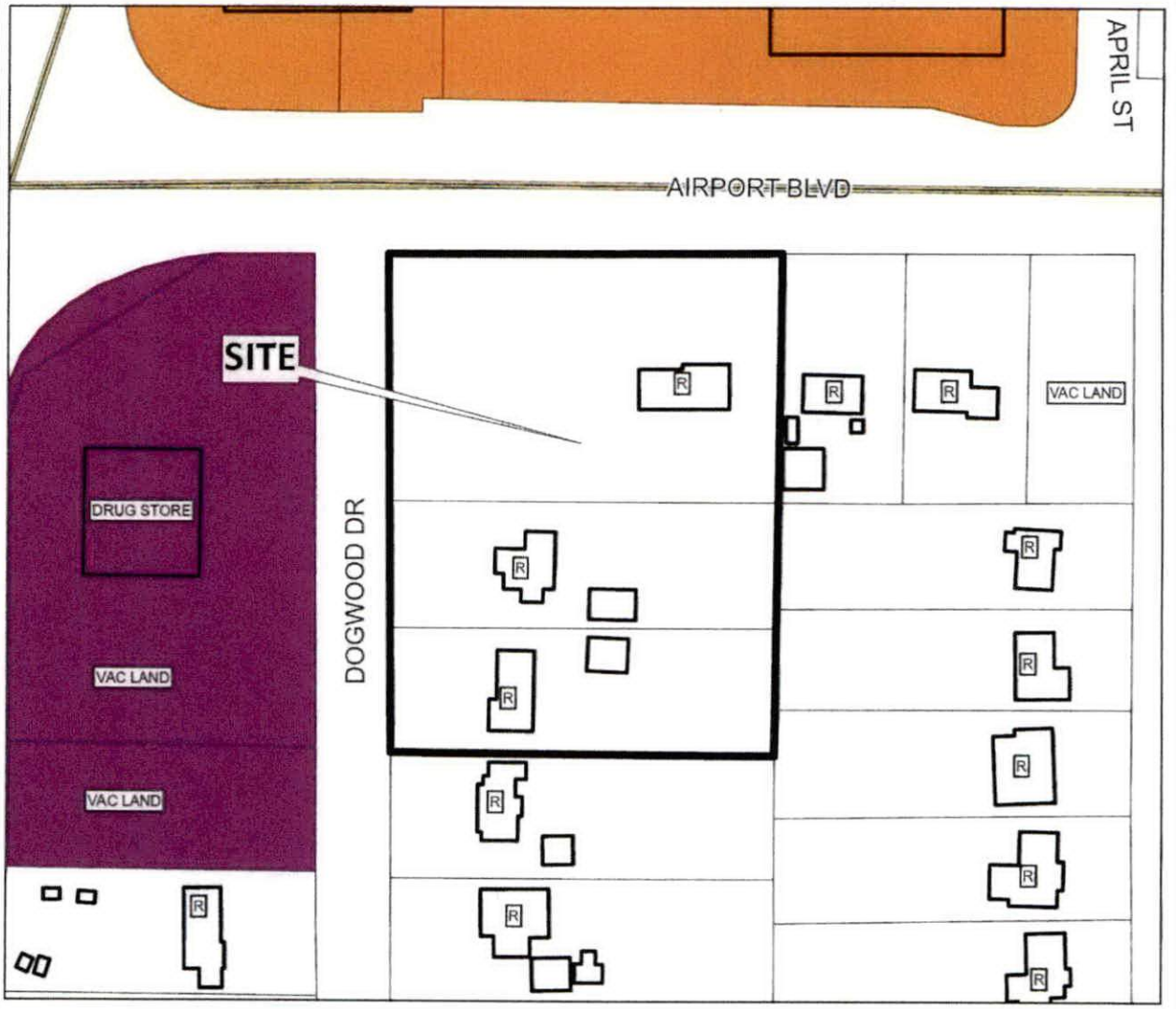
PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units lie west and north of the site.

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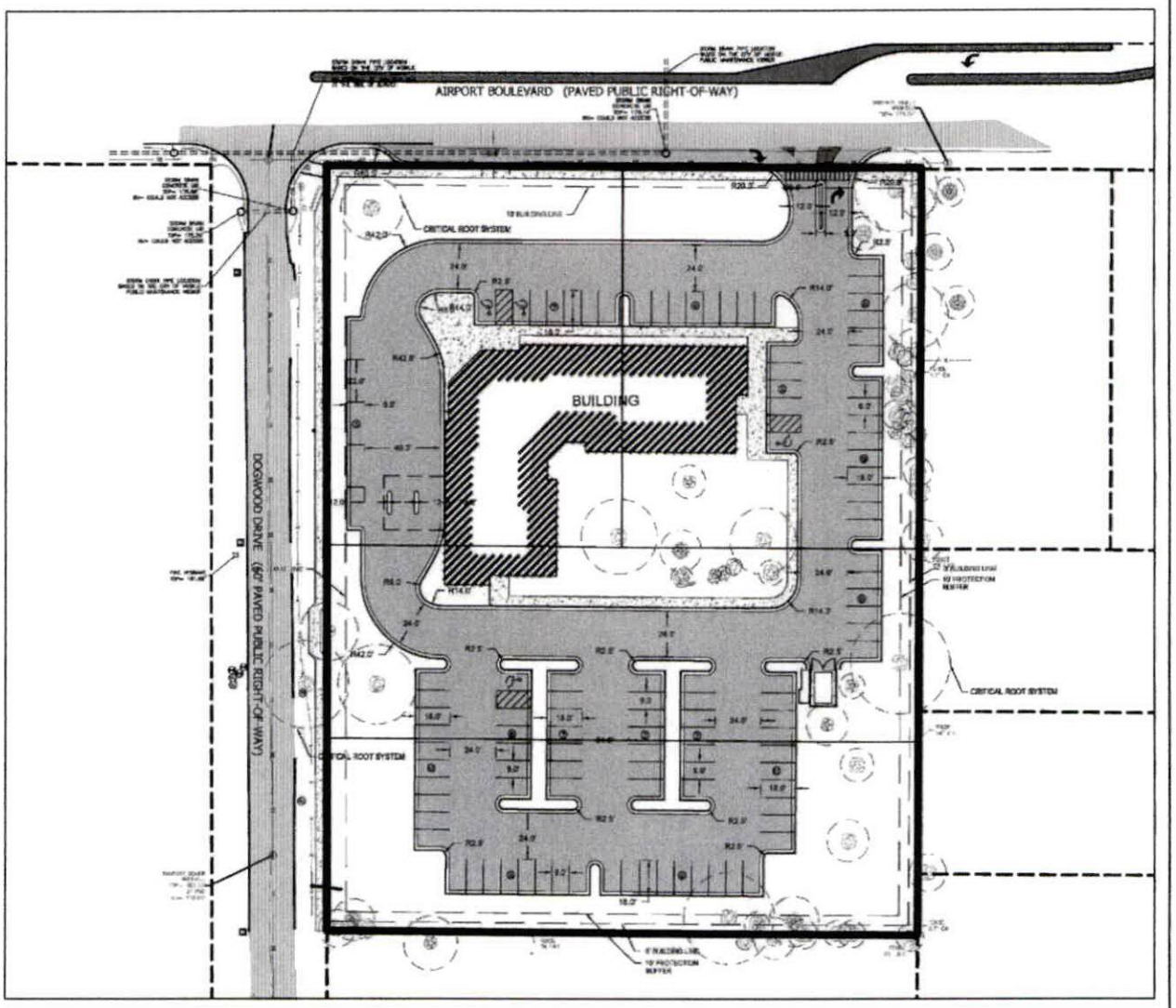
REQUEST Subdivision, Rezoning from R-1 to B-1

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

N

NTS

SITE PLAN



The site plan illustrates the proposed building , and parking.

APPLICATION NUMBER 8 DATE November 2, 2023	N
APPLICANT SDC-B1 Subdivision	
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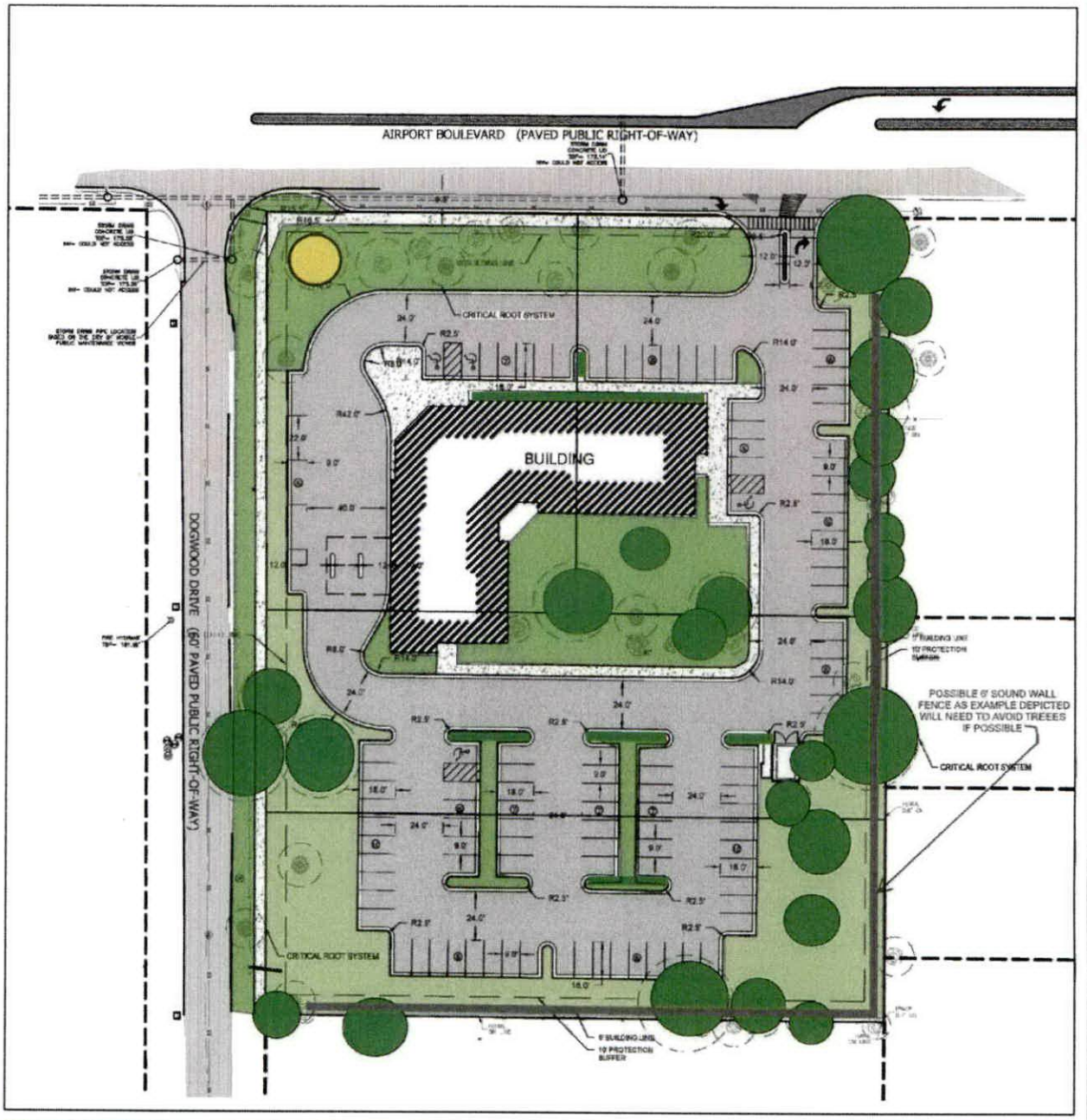
LANDSCAPE SITE PLAN



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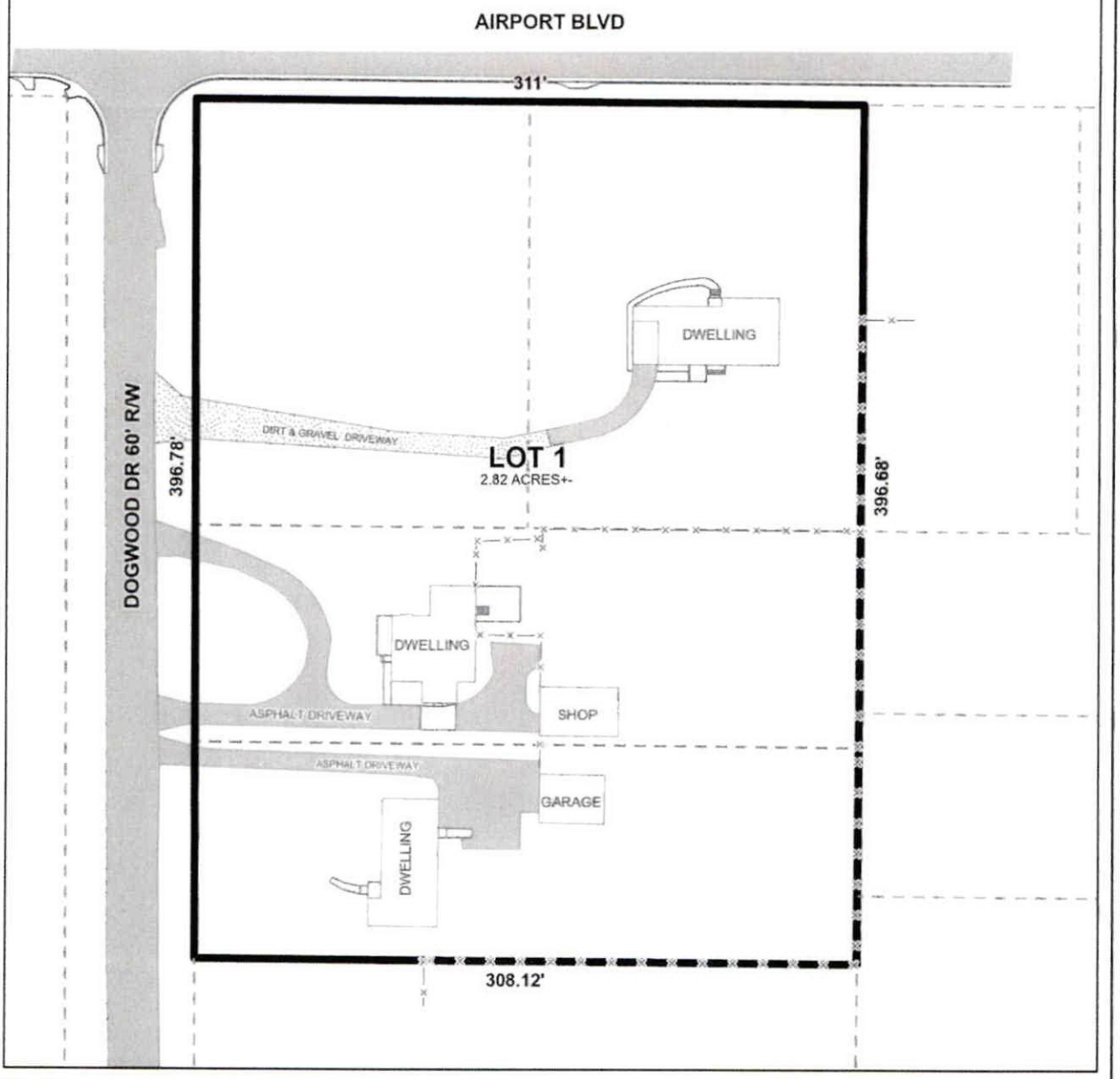

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N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDW/RU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/1/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/1/2024 - 11:37 AM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing to Consider an
Ordinance to Amend Article 13, Section 64-13-2
of the Unified Development Code

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 5, 2024**, a public hearing will be held on the **2nd** day of **April**, 2024, at 10:30 a.m., to consider adoption of an ordinance to amend Article 13, Section 64-13-2 of the Unified Development Code.

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

Lisa C. Lambert
City Clerk

WHEREAS, the Council previously adopted Resolution 60-1313-2023 requesting that the Planning Commission consider and make a recommendation on a proposed text amendment to Article 13, Spring Hill Overlay, of the Unified Development Code to provide that proposed Planned Developments within the area encompassed by the Spring Hill Overlay are exempt from the minimum contiguous land area requirement of 10 acres; and,

WHEREAS, the Planning Commission conducted a public hearing on January 18, 2024; and,

WHEREAS, following the public hearing the Planning Commission held the proposed amendment over for further evaluation; and,

WHEREAS, the Planning Commission discussed the proposed amendment at its February 22, 2024, meeting, and in response to comments made at the public hearing voted at said meeting to recommend to the Council that Article 13, section 64-13-2 of the Unified Development Code, be amended to add a subparagraph 6 to read as follows:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

SECTION ONE. That section 64-13-2, paragraph A. Applicability, of Article 13, Springhill Overlay, of the Unified Development Code be, and the same hereby is, amended to add thereto the following as subparagraph 6:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

SECTION TWO. The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law.

SECTION THREE. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of April, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 20th day of March, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code would amend Article 13, section 64-13-2 of the Unified Development Code, to add a subparagraph 6 that would allow Planned Developments on properties four (4) acres and larger within any sub-district of the Spring Hill Overlay.

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

AN ORDINANCE TO AMEND ARTICLE 13, SECTION 64-13-2 OF THE UNIFIED DEVELOPMENT CODE

Sponsored by Councilmembers Joel Daves and Gina Gregory

WHEREAS, the Council previously adopted Resolution 60-1313-2023 requesting that the Planning Commission consider and make a recommendation on a proposed text amendment to Article 13, Spring Hill Overlay, of the Unified Development Code to provide that proposed Planned Developments within the area encompassed by the Spring Hill Overlay are exempt from the minimum contiguous land area requirement of 10 acres; and,

WHEREAS, the Planning Commission conducted a public hearing on January 18, 2024; and,

WHEREAS, following the public hearing the Planning Commission held the proposed amendment over for further evaluation; and,

WHEREAS, the Planning Commission discussed the proposed amendment at its February 22, 2024, meeting, and in response to comments made at the public hearing voted at said meeting to recommend to the Council that Article 13, section 64-13-2 of the Unified Development Code, be amended to add a subparagraph 6 to read as follows:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

SECTION ONE. That section 64-13-2, paragraph A. Applicability, of Article 13, Springhill Overlay, of the Unified Development Code be, and the same hereby is, amended to add thereto the following as subparagraph 6:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

SECTION TWO. The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law.

SECTION THREE. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/28/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 9:51 AM

RESOLUTION

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the City Council concurs in the appointment of Dr. Reginald Sykes to the Mobile County Board of Human Resources to fill an unexpired term ending November 30, 2025.

Adopted:

_____

City Clerk

MOBILE COUNTY COMMISSION

COUNTY COMMISSIONERS
RANDALL DUEITT, PRESIDENT
MERCERIA LUDGOOD, COMMISSIONER
CONNIE HUDSON, COMMISSIONER
TELEPHONE (251) 574-5077

ADMINISTRATION
EDDIE KERR
INTERIM COUNTY ADMINISTRATOR
TELEPHONE (251) 574-5073
FAX (251) 574-5080

March 25, 2024

Ms. Lisa C. Lambert, City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633

Dear Ms. Lambert:

The Mobile County Commission at its meeting March 25, 2024, accepted the Mobile County Board of Human Resources recommendation to appoint Dr. Reginald Sykes to fill the vacancy of Dr. Leida Javier-Ferrell, who resigned March 8, 2024, and whose term will expire November 30, 2025.

Please present the recommendation to the Mayor and City Council for their approval and concurrence at your earliest opportunity. Please advise when this has been accomplished.

Sincerely,

E. Edwin Kerr
Interim County Administrator

EEK/cdp

Enclosure

copy: Stephanie Streeter

Kay Ivey
Governor

Mobile County
Department of Human Resources
P.O. Box 1906
Mobile, Alabama 36633-1906
(251) 450-7000
http://dhr.alabama.gov

Stephanie L. Streeter
Director

Nancy T. Buckner
Commissioner

Juanita Spinks
Assistant Director

Kassie Everett-Carroll
Assistant Director

February 21, 2024

TO: Honorable Randy Dueitt, President
Mobile County Commission

From: Mr. Herman Tinsley, Chairman
Judge Carvine Adams, Vice Chairman
Mobile County Board of Human Resources

RE: Mobile County Board of Human Resources

I am writing to inform you that Dr. Leida Javier-Ferrell, board member, has resigned from our board effective immediately. Mrs. Javier-Ferrell's term expires on September 30, 2025, and an appointment will need to be made to fill this vacancy.

The Board has recommended Dr. Reginald Sykes to fill the vacancy and has talked with Dr. Sykes who states he is willing to serve if appointed. His resume is enclosed. Additionally, I have enclosed for your reference a copy of the Code of Alabama 38-2-7 regarding County Board of Human Resources and a copy of the resumes considered for the noted vacancy.

To certify the appointment to the State Department of Human Resources, we will need copies of official documentation of the Mobile County Commission, and I look forward to hearing from you regarding this board appointment.

Enclosures

cc: Stephanie L. Streeter
Glenn L. Hodge
Commissioner Merceria Ludgood
Commissioner Connie Hudson
Carrie Perreira

February 27, 2023

Mrs. Stephanie Streeter
Director Mobile County DHR

Dear Mrs. Streeter
As we spoke, I am currently involved in a massive project to established a non profit Commissary Kitchen and food business incubator, to serve our community. This project, funded by ARPE funds and supported by County Commissioners Merceria Ludgood, will be a significant workforce and economic development boost to many new food entrepreneurs in our workshed.

As part of the project, I want to be sure to open opportunities to DHR clients. As such, I want to be transparent and sure not to cross any ethical rules nor have a conflict of interests.

For these reasons, It is necessary that I present my resignation to the Board of Mobile County DHR. It has been an important part of the duty to my community serving for over 10 year to the Board, especially serving for as many years as President of the Board. Getting first hand information of the services and the achievements of clients and personnel has been enlightening and an honor. Working with you also has been a pleasure and I am so proud to count you as a professional peer and personal friend.

My resignation is effective on March 8, the day after our next quarterly meeting.

It has been a pleasure to serve. With respect.

Leida Javier-Ferrell, PhD
361 Gaines Ave
Mobile, Al 36609

CC Mobile County Commission

REGGIE SYKES

Retired

CONTACT

4040 Fenwick Loop West
Mobile, AL 36619

(251) 680-9937
docnupe@att.net

EDUCATION

Doctor of Education, School Administration, August 1991 Mississippi State University, Mississippi State, MS

Master of Science in Education, August 1981 Jackson State University, Jackson, MS

Bachelor of Science in Education, May 1980 Jackson State University, Jackson, MS

EXPERIENCE

President, Bishop State Community College, Mobile, AL (2017-2021)

Lead the strategic planning process that established a mission statement to provide an open access to an affordable, quality education, which promotes student success, academic transfer, workforce training, adult education, and community partnerships in the Mobile County area. During my tenue, I was able to work with the Alabama Community College System, faculty, staff, community leaders and students to increase the retention and graduation rates. Implemented strategies to increase the number of dual enrollment students. Established two new academic sites in Theodore and Semmes, Alabama to provide general education offerings.

The adult education program at Bishop State is recognized as one of the top programs providing GED opportunities and workforce training in Alabama.

Established articulation agreements with Mississippi State University, University of South Alabama, Troy University, United States Sports Academy, Springhill College and the University of Mobile.

Responsible for establishing partnerships with Alabama Power, Ingalls Shipbuilding, AUSTAL Shipbuilding, Airbus, Outokumpu Steel, Mobile County Commission, City of Mobile, Mobile Area Chamber of Commerce, Mobile Area Black Chamber of Commerce, Eastern Shore Chamber of Commerce and many small and minority businesses.

Responsible for a Capital Bond to build an Advanced Manufacturing Center, rehab two Allied Health Facilities, Welding lab, and the Culinary Arts facility.

Received grants from the Federal Highway Administration and Alabama Department of Transportation (Heavy Highway Construction Training Program) and the Department of Labor (Federation of Advanced Manufacturing Education F.A.M.E. and "Fix It" Program to increase the workforce skills in the Bishop State service area. Also received a $1.3 million grant from the U.S. Department of Education for TRIO Student Support services.

Bishop State's truck driving program is the largest in Alabama. I was responsible for establishing a new site in Jackson, Alabama.

I increased the number of athletic teams by adding Men's and Women's Golf and Women's Volleyball. Under my leadership, the Bishop State Foundation has provided Bishop State Community College greater private philanthropic support during my tenue.

Interim President, Bishop State Community College, Mobile, AL (2016 – Present)

Responsible for the daily operations of the college. Bishop State Community College is an urban, multi-campus, comprehensive community located in Mobile, Alabama. I became the permanent president in 2017.

President, Alabama Southern Community College, Monroeville, AL (2010 – 2016)

Responsible for the daily operations of the college. Alabama Southern is a rural, multi-campus, comprehensive community college serving an approximate 5,000 square-mile area of southwest Alabama. The college has campuses located in Monroeville, Thomasville, Gilbertown, and Jackson. During my tenure, the college was rated as one of the top colleges in the nation.

Assistant Commissioner for Community and Junior College Relations, Mississippi Trustees of State Institutions of Higher Learning, (2007- 2010)

I revised the Mississippi Articulation Agreement and provided the leadership, coordination, and support for undergraduate academic articulation programs at Mississippi's eight public universities. The articulation program continues to assist community/junior colleges students in taking the appropriate courses that will transfer for credit toward a bachelor's degree. I informed and advised the universities and community/junior colleges of proposed curriculum changes and articulation issues. I facilitated discussions with administrators and faculty in the review of articulation issues and assist in the resolution of student transfer problems. I provided the universities and community/junior colleges with enrollment data and analyses to review and develop successful articulation programs. I created opportunities for joint programming and sharing of resources between universities and community/junior colleges. I created and fostered collaborative relationships with community/junior colleges, private colleges and universities, K-12 education, government, and industry.

Vice President, Mississippi Gulf Coast Community College (MGCCC), Jefferson Davis Campus, Gulfport, MS (2002 – 2007)

As the campus vice president, I was responsible for the daily administrative duties. The Jefferson Davis (JD) campus had 5000 credit students and 300 employees prior to Hurricane Katrina, the largest of Mississippi Gulf Coast Community College's three comprehensive campuses. It was during this time that MGCCC became the largest community college in Mississippi.

Dean of Student Services, Mississippi Gulf Coast Community College, Jefferson Davis Campus, Gulfport, MS (2000 – 2001)

I was responsible for the leadership, coordination and overall development of programs that provided a well-rounded educational experience for the students. Responsibilities included the daily operation of admissions, records, financial aid, career center, students with disabilities, student activities, recruitment, registration, enrollment audit, and student discipline. I worked cooperatively with academic, fiscal and other support services to foster proper dissemination of information (policies, procedures, rules and regulations) to all students.

Dean of Students, Meridian Community College, Meridian, MS (1993 – 2000)

Responsibilities included the leadership, coordination and overall development of programs that provided a well-rounded experience for the students. My office prepared, evaluated, and revised Student Life goals and objectives to comply with the mission of Meridian Community College. My office coordinated and prepared the Residence Life Handbook as well as various other manuals and brochures related to Student Life. I worked cooperatively with academic, fiscal and other support services to foster proper dissemination of information to all students. I attended professional meetings, and kept the college apprised of trends and developments in Student Life. I was responsible for student discipline and coordinated the preparation of the Student Code of Conduct.

Adjunct, Mississippi State University – Meridian, Meridian, MS (1993 – 2000)
As an adjunct, I taught Principles of School Administration and Social Foundations of Education.

Director of East Mississippi Center for Educational Development and Assistant Professor of Education, Mississippi State University – Meridian, Meridian, MS (1992 – 1993)

My responsibilities included the development, implementation, and evaluation of staff development activities for twenty public school districts in Mississippi. I taught one graduate level course in School Administration, and one undergraduate course in Elementary Education.

Principal, Southeast Middle School, Meridian, MS (1988 – 1992)

I was responsible for the supervision of instruction, personnel, budget preparation, staff development, internal accounting, curriculum development, public relations, facilities, and student activities. I developed and implemented a Teachers Assisting Parents (TAPS) program to help students improve their math skills at home. While at Southeast Middle School, I expanded the curriculum to include Choral Music, Pre-algebra, Reading, Beginning Band, Instrumental Ensemble, a Computer Based Math Lab, and successfully guided the faculty and staff through the state performance-based accreditation audit.

Curriculum Principal, Southeast Lauderdale Attendance Center, Meridian, MS (1987 – 1988)

Responsibilities included the supervision of instruction, staff development, and curriculum development for grades 7 – 12. The curriculum was expanded to include written communications, Spanish, Physics, Word Processing, Computer Science, and distance learning education.

Assistant Principal, Aberdeen High School, Aberdeen, MS (1987 – 1988) Responsibilities included student discipline and attendance. Student discipline and attendance improved after implementing a merit system and counseling program for parents and students.

Teacher - Brandon Elementary, Hughes Elementary, Joe Cook Junior High School, Caldwell High School, Columbus, MS (1984 – 1987)

I taught K- 6 physical education, 8th grade physical science, and coached 8th and 9th grade junior high sports. As coach, the team won district championships in basketball and football. I developed and implemented a computer assisted reading program for gifted first grade students at Brandon Elementary School.

Instructor, Prairie View A & M University, Prairie View, Texas (1981 – 1984)

I taught core courses in physical education, exercise physiology, personal health, testing and measurement, and adapted physical education. I was advisor of the Physical Education Major's Club.

CERTIFICATION/RECOGNITION

Education Policy Fellowship Program Participant (2001 – 2002)
Mississippi Community College Fellowship Program (2000)
Inducted in the Meridian Community College Hall of Fame (2021)
Alabama Leadership Program (2021)

COMMUNITY/CIVIC SERVICE

Member and past president of the Biloxi Chamber of Commerce (2000 - 2007)

Member of the Mississippi Gulf Coast Chamber (2004 – 2007)

Leadership Gulf Coast, Mississippi Gulf Coast Chamber (2005)

Member of Monroeville Strategic Planning Committee (2012 – 2016)

Member and past president of Monroeville/Monroe County Chamber of Commerce (20011 – 2016)

Member of Monroe County Economic Development Committee (2011 – 2016)

Kiwanis International, Monroeville, AL (2011 – 2016)

Mobile Rotary Club (2020 -2021)

Member and past president the Rural Community College Alliance (2010 – 2016)

Member Junior Achievement of Mobile Board (2021- Present)

Trustee United States Sports Academy (2020 - Present)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 9:52 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Carroll

Purpose and Scope of Project:

Funds will be used to assist with the Boy's and Girl's Club Pancake Breakfast on March 30, 2024.

Amount of Contract:

$635.00

Funding Source

Project # DSC-02/10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MOBILE PARKS & RECREATION	Cover Memo	3/28/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	3/28/2024 - 11:47 AM

60- 2024

R E S O L U T I O N

Sponsored by: William Carroll, Councilmember District 2

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **$635.00** be transferred from the District 2 General Fund, Discretionary Account DSC-02, from General Fund Account 10041020-42200 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with the Boy's and Girl's Club Pancake Breakfast on March 30, 2024.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/28/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 10:11 AM

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	GS1, Inc.
Location:	Raceway McVay 3051 Government Boulevard Mobile, AL 36606

Adopted:

_____
City Clerk

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/26/2024	TRANSFER - OWNERSHIP	2024 - 5637	127974	3	April 2, 2024

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

GS1 INC

Trade Name (DBA)

RACEWAY MCVAY

Location Address

3051 GOVERNMENT BLVD

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/26/2024	TRANSFER - OWNERSHIP	2024 - 5637	127974	3	April 2, 2024

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

GS1 INC

Trade Name (DBA)

RACEWAY MCVAY

Location Address

3051 GOVERNMENT BLVD

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/26/2024	TRANSFER - OWNERSHIP	2024 - 5637	127974	3	April 2, 2024

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

GS1 INC

Trade Name (DBA)

RACEWAY MCVAY

Location Address

3051 GOVERNMENT BLVD

City, State, Zip Code

MOBILE AL 36606

Contact Person Information

Name	Title	POA	Phone	Email
GOPAL PATEL	MEMBER	NO		RACEWAYMCVAY@GMAIL.COM

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

What is/was the start date of this business? 12/07/2023

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

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
02/02/2024	TRANSFER - OWNERSHIP	2024 - 5637	127974	February 14, 2024

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

Business Information

Legal Business Name	Trade Name (DBA)
GS1 INC	RACEWAY MCVAY

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	10.16.2023	001-104-007	AL	MADISON

Federal Tax ID (FEIN)	AL State Tax ID
93-3940335	R011917190

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
3051 GOVERNMENT BLVD	MOBILE	AL	36606

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
		AL	

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
CONVENIENCE STORE	N/A

Business Contact Person Information

Name	Title	Phone	Email
GOPAL B PATEL	OWNER ☐ POA		GBALABAMA@GMAIL.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
LONGSTAR LEGACIES INC	RACEWAY #6814

License Type	License Number	Any ABC Pending Actions
050/070 - RETAIL BEER & WINE (OFF PREMISES)	010938749	NO PENDING ACTIONS

Land/Building Information

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

Property Owner Name	Prop Owner Phone	Property Owner Email
RACEWAY VENTURE HOLDINGS INC		CEWAYMCVAY@GMAIL.COM

Property Owner Address	City	State	Zip Code
200 GALLERIA PARKWAY SE STE 900	ATLANTA	GA	30339

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
3,400	N/A	YES	NO	SINGLE	ENTIRE STRUCTURE

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

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

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

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

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
PATEL, COPAL BABUBHAI	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
		AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

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

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

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

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

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

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

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

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

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

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

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

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

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

Owner/Applicant Printed Name	Date
Gopal Patel	2/2/2024
Owner/Applicant Signature	**Title**
	Owner

Sworn to and subscribed before me this 2nd day of FEBRUARY 20 24

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

CITY OF MOBILE

REVENUE DEPARTMENT

February 2, 2024

RACEWAY MCVAY

3051 GOVERNMENT BOULEVARD

MOBILE, AL 36606 USA

ACCOUNT NUMBER: 127974 TERRITORY 3

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1721094	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

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

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

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

02/02/2024 02:11PM SHAWN S.
038331-0002

BUSINESS LICENSE
GS1 INC DBA RACEWAY MCVAY
127974
2024 Item: 1721094
ALCOHOL APPLICATION
FEE $50.00

$50.00

Subtotal **$50.00**
Total **$50.00**

CASH $50.00

Change due **$0.00**

Paid by: GS1 INC DBA RACEWAY MCVAY

Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20240305090719734

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
LONESTAR LEGACIES INC
Address: 3051 GOVERNMENT BLVD
MOBILE, AL 36606
Telephone: 251-533-1000

NEW APPLICANT:
GS1 INC
Address: 1
Telephone:

Current License No: 050-010938749
070-010938749

LICENSED PREMISES ADDRESS: 3051 GOVERNMENT BLVD MOBILE, AL 36606

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 5th day of March, 20 24.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name:
Title:

NEW LICENSEE (APPLICANT)

Print Name: Gopal Patel
Title: President

WITNESS: (By ABC Enforcement) Sandy Durham

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20240305090719734

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
LONESTAR LEGACIES INC
Address: 3051 GOVERNMENT BLVD
MOBILE, AL 36606
Telephone: 251-533-1000

NEW APPLICANT:
GS1 INC
Address:

Telephone

Current License No: 050-010938749
070-010938749

LICENSED PREMISES ADDRESS: 3051 GOVERNMENT BLVD MOBILE, AL 36606

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to Inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

TIERRA LASHON JONES NOTARY PUBLIC STATE OF ALABAMA

WITNESS our hands and seals on this the 18th day of March, 2024

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name: Mahsin Sachar
Title: President

NEW LICENSEE (APPLICANT)

Print Name:
Title:

WITNESS: (By ABC Enforcement) _____
Revised 9/08

Tierra LaShon Jones
my Commission ends
5/26/26

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231129144821551

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** **County:**

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** **County:**

Trade Name: RACEWAY MCVAY **Filing Fee:**

Applicant: GS1 INC **Transfer Fee:** $100.00

Location Address: 3051 GOVERNMENT BLVD MOBILE AL 36606

Mailing Address:

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** CORPORATION

Book, Page, or Document info: 001-104-007

Do you sell Draft Beer?:

Date Incorporated: 10/16/2023 **State incorporated:** AL **County Incorporated:** MADISON

Date of Authority: 10/16/2023

Federal Tax ID: 93-3940335 **Alabama State Sales Tax ID:** R011917190

Name:	Title:	Date and Place of Birth:	Residence Address:
GOPAL BABUBHAI PATEL	PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: GOPAL PATEL
Business Phone: 205-739-9000
Fax:

Home Phone: 205-739-9000
Cell Phone: 205-739-9000
E-mail: GBALABAMA@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: RACEWAY 6814
Applicant: LONESTAR LEGACIES INC

Previous License Number(s)
License 1: 050-010938749
License 2: 070-010938749

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231129144821551

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: RACETRAC INC 770-631-7600
What is lessors primary business? PETROLEUM
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen?
Is the business used to habitually and principally provide food to the public?
Does the establishment have restroom facilities?
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages?

Will the business be operated primarily as a package store?
Building Dimensions Square Footage: Display Square Footage:
Building seating capacity: Does Licensed premises include a patio area?
License Structure: License covers:
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence:
Location is within: Police protection:

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231129144821551

Initial each — **Signature page**

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

Applicant Name (print): Gopal Patel

Signature of Applicant: Gopal Patel

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

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

IN THE MATTER OF:

GOPALKUMAR BABUBHAI PATEL

IN THE PROBATE COURT OF

MADISON COUNTY, ALABAMA

CASE NO.: 54168

DECREE CONFIRMING DECLARATION AS TO CHANGE OF NAME

The foregoing petition having been presented to, considered and Understood by the Court and it appearing to the Court that the petitioner, GOPALKUMAR BABUBHAI PATEL, is entitled to the relief therein prayed for,

It is hereby ORDERED AND DECREED by the Court that GOPALKUMAR BABUBHAI PATEL be hereafter known by the name of GOPAL BABUBHAI PATEL.

DONE this date, February 16, 2010.

Tommy Ragland
Judge of Probate

STATE OF ALABAMA

MADISON COUNTY

I, Tommy Ragland, Judge of Probate court in and for the County and State aforesaid, hereby certify that the within and foregoing is a true, correct and complete copy of Decree Confirming Change of Name, Probate Court Case No.: 54168, As same appears of record in my office.

Given under my hand and seal of office this the 17th day of February, 2010.

Tommy Ragland

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

HAL TAYLOR
SECRETARY

March 27th, 2023

Dear Mr. G. Patel,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXX
TCN:
NAME:PATEL,GOPAL BABUBHAI
SOC
ABI RESULT:IDENT
SID

CERTIFIED COPY OF ALEA DOCUMENT

03-27-2023 10:29 *
*ATN/ *
*OPR/AFIS *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02870322 *
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 03-27-2023 *
*NAME STATE ID NO. FBI ID NO. *
*PATEL,GOPAL B AL02870322 *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *
*M U 6 183 BLK BLK II *
*SOCIAL SECURITY SCARS-MARKS-TATTOOS *
*
*ALIAS NAMES *
* PATEL,GOPAL BABUBHAI *
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *
* * *
****
*LAST PAGE ON SID *

SEQ # 395 MRI

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the *Code of Alabama 1975,* this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The **name of the corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with *Code of Alabama* Section 10A-1-5.04):

   GS1, Inc.

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

3. Street (**No PO Boxes**) address of principal office of the corporation: _____

   Mailing address of principal office (if different from street address): _____

4. The name of the registered agent (only one agent): Gopal Patel

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

   *COUNTY of above address: MADISON

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

(For SOS Office Use Only)

Alabama
Sec. Of State

001-104-007 D/C

Date	10/16/2023
Time	17:53:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

   To Own A Store _____;
   the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 1000 Par Value _____ (optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

   Street (**No PO Boxes**) address of Incorporator(s): _____

   _____

   Mailing address of Incorporator(s) – (if different from street address): _____

   _____

   The name(s) of the Incorporator(s): _____

   Street (**No PO Boxes**) address of Incorporator(s): _____

   _____

   Mailing address of Incorporator(s) – (if different from street address): _____

   _____

   The name(s) of the Incorporator(s): _____

   Street (**No PO Boxes**) address of Incorporator(s): _____

   _____

   Mailing address of Incorporator(s) – (if different from street address): _____

   _____

   The name(s) of the Incorporator(s): _____

   Street (**No PO Boxes**) address of Incorporator(s): _____

   _____

   Mailing address of Incorporator(s) – (if different from street address): _____

   _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☑ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

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

10 / 16 / 2023

Date (MM/DD/YYYY)

Gopal Patel

Signature as required by 10A-2A-1.20

President

Title

Additional Details

Incorporators

Incorporator	Street Address	Mailing Address
Gopal Patel		

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

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

GS1, Inc.

This name reservation is for the exclusive use of Gopal Patel, 111 Cliftmere Pl, Madison, AL 35758 for a period of one year beginning October 16, 2023 and expiring October 16, 2024

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

October 16, 2023

Date

RES120068

Wes Allen **Secretary of State**

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

Date of this notice: 10-16-2023

Employer Identification Number:
93-3940335

Form: SS-4

Number of this notice: CP 575 A

GS1 INC
111 CLIFTMERE PL
MADISON, AL 35758

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-3940335. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120 04/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

GS1 INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011917190	11/1/2023	12/31/2024

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

NON-TRANSFERABLE

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Deputy Commissioner

NAICS CODE: 457110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

3051 GOVERMENT BLVD MOBILE AL 36606-2610

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Please see attached

Ownership Type	Company Name

The above described property is ☑ Owned ☐ Leased to/by **RaceTrac, Inc.**

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this **2nd** day of **February** 20 **24**

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Deanna Brown	Deanna Brown	7/23/24

Notary Stamp

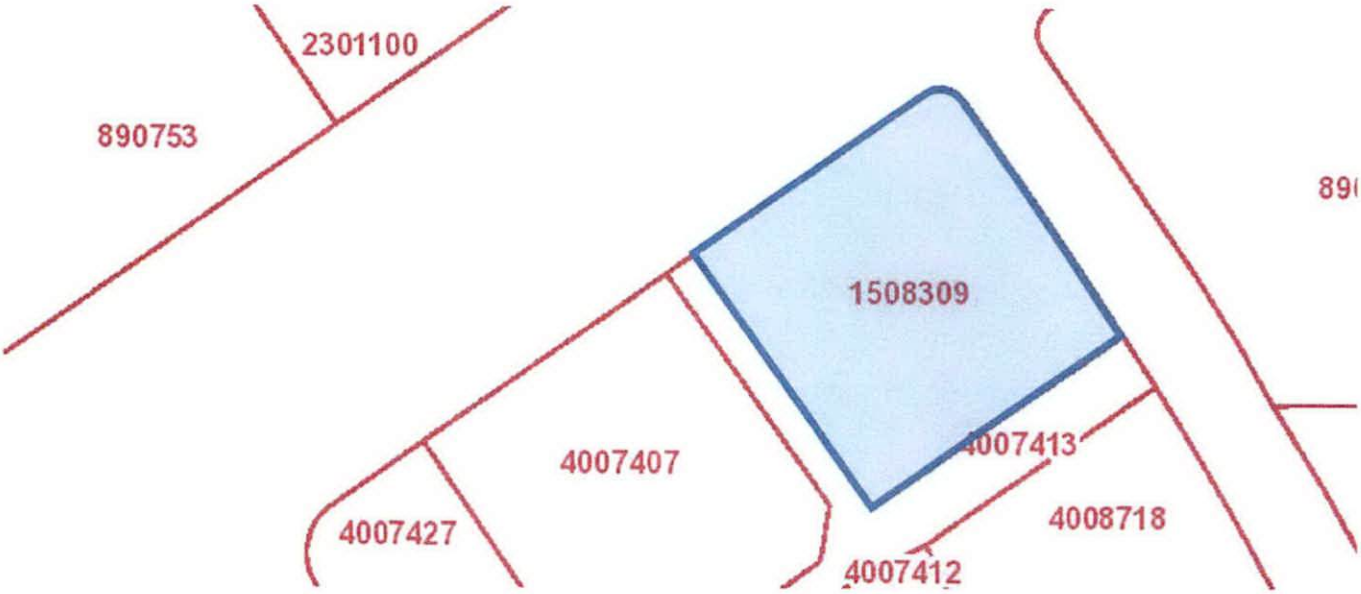
DEANNA BROWN NOTARY PUBLIC DOUGLAS COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 23, 2024

Owner of Property (Print Name)	Applicant Name (Print Name)
RaceTrac, Inc.	
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
200 Galleria Parkway SE, Suite 900	
City, State, Zip	City, State, Zip
Atlanta, GA 30339	
Date Agreement Signed	Date Agreement Signed
2/2/24	

Mobile County Property Search

Key Number: 1508309 For Year 2023

Map



Property Details

Account	
Key Number:	1508309
Legal Description:	LOT 1 MCGOWIN BUSINESS PARK PHASE FOUR MBK 106/124 #SEC 51 T4S R1W #MP29 09 51 0 005
Parcel Number:	2909510005163XXX
Type:	Real
Property Class:	2
Location	
Address:	3051 GOVERNMENT BLVD MOBILE, AL 36606
Owner	
Name:	RACETRAC INC
Mailing Address:	ATTN: PROPERTY TAX DEPT 200 GALLERIA PKWY SE STE 900 ATLANTA , GA 30339-5945
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Information for address:
3051 GOVERNMENT BLVD

- **Parcel Information:**

Key / ID:
01508309 / R022909510005163.000
Owner:
Racetrac Inc
Attn: Property Tax Dept
200 Galleria Pkwy Se Ste 900

Atlanta, Ga 30339

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**
Community Block Grant Area

- **Revenue District:**
3

- **Township/Range/Section:**
4s1w31

- **Tract Census 2010:**
002100

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1774639.596
Y: 238733.073

- **Zoning:**
Check zoning on Planning & Zoning

Services:

- **Fire District:**
Fire Station 19 Mccoske

- **Garbage Pickup Day:**
Friday-West - Route D

- **Police Precinct / Beat:**
Precinct - 1 / Beat - 11

- **Trash Pickup Day/ Unit:**
Wednesday South - biweekly / Td-3

- **Community Action Group:**
N/A

Political:

- **City Council District:**
3 - C.j. Small

- **County Commissioner District:** 3

- **State House District:** 103

- **State Senate District:** 33

School:

- **Elementary School District:**
Morningside

- **High School District:**
Williamson

- **Middle School District:**
Pillans

- **School Board District:** 4

Flooding Information:

- **Flood Zone:**
Check flood zone on City Map

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☑ Corporation	☐ New Business ☑ New Owner ☐ Location Change	☐ No ☑ Yes Relocation Date	☑ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

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

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

Legal Business Name	Trade Name (DBA)
GS 1 INC	RACEWAY MCVAY

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
3051 GOVERMENT BLVD	MOBILE	AL	36606

Business Contact Person Information

Name	Title	Phone	Email
GOPAL PATEL	OWNER		RACEWAYMCVAY@GMAIL.COM

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
~6,001 sqft	20	20	Yes	B-3	Yes

Comments

Print Name	Signature	Date
Payton Rogers	Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2024.02.08 08:26:36-06'00'	2/8/2024

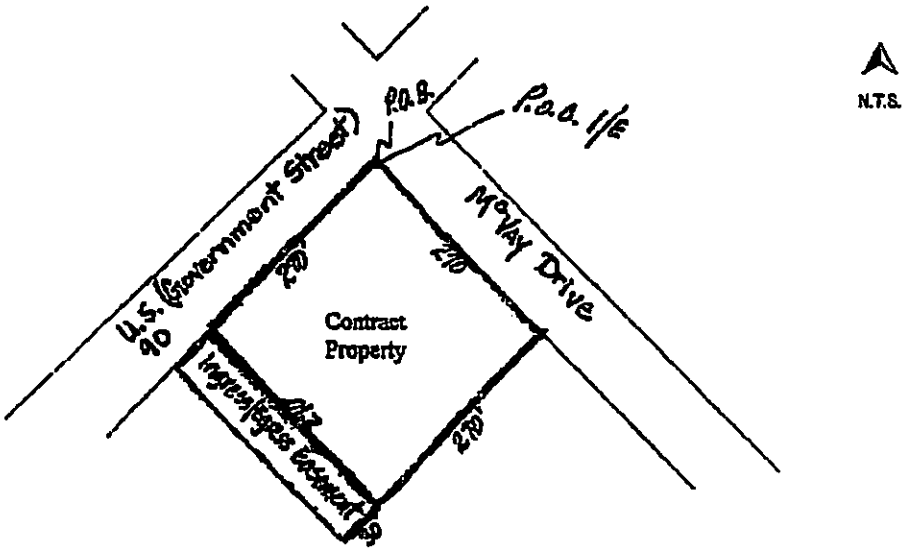
EXHIBIT "A"

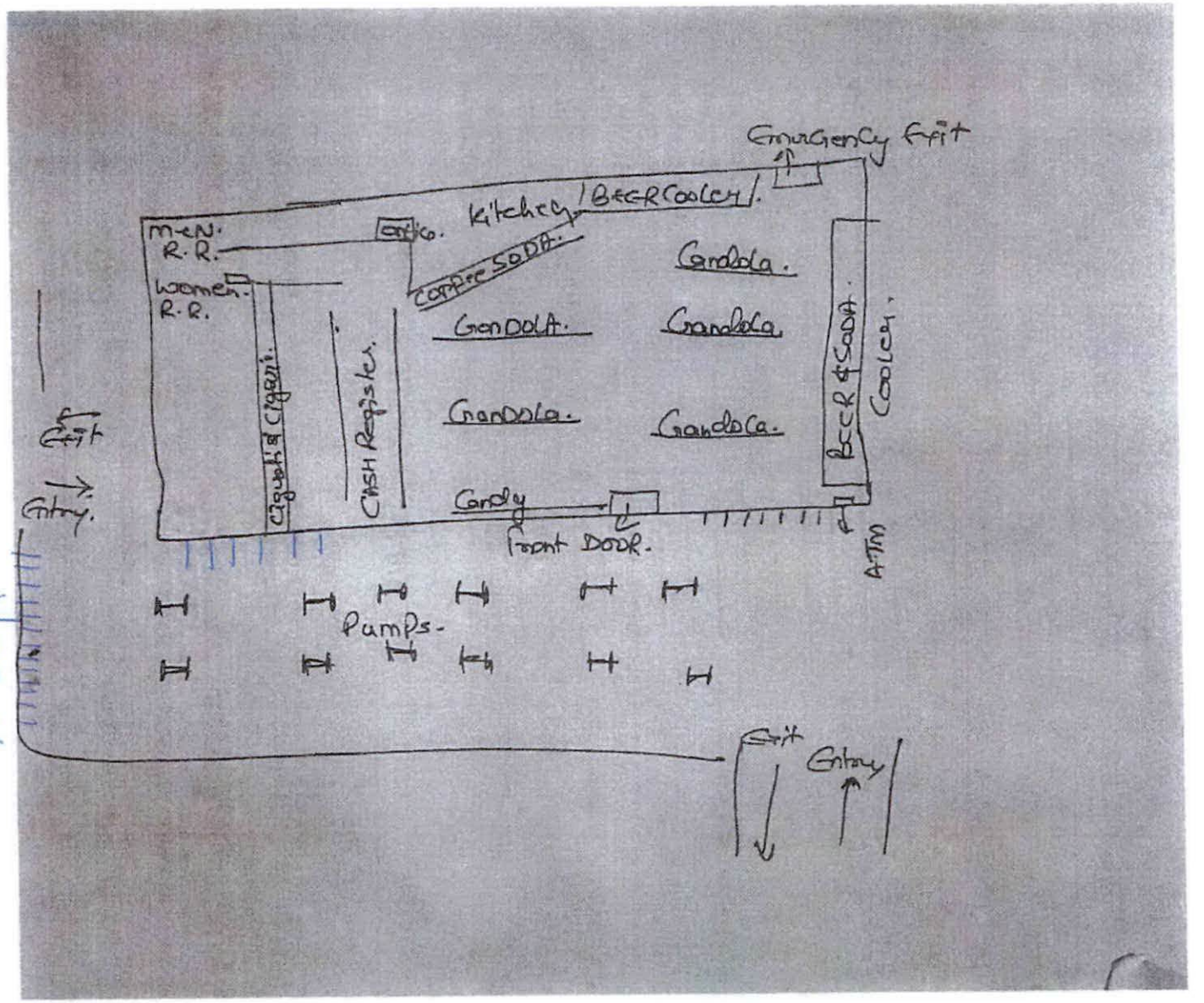
To Real Estate Purchase Contract

SELLER:	McGowin Properties, Ltd.
PURCHASER:	Del Lago Ventures, Inc.
PROPERTY LOCATION:	Government and I-65 Mobile, Alabama

The Contract Property, as outlined in red and made a part hereof, being part of Lot #R022909510005163, Tax Map #29-09-51-0-005, and further described as follows:

Beginning at the intersection of McVay Drive and U.S. 90 (Government Street); thence proceed in a southeastern direction a distance of 270' feet to a point; thence proceed in a southwestern direction a distance of 270' feet to a point; thence proceed in a northwestern direction a distance of 270' feet to a point; thence proceed in a northeastern direction a distance of 270' feet to a point, back to the Point of Beginning, all as subject to an accurate survey.





18 Parking
2 Handicap Parking

20 Total

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 10:13 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/28/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 10:14 AM

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds

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:	Lounge Retail Liquor Class I License
Submitted by:	LA Tavern, LLC
Location:	LA Tavern 5651 Highway 90 Suite B Mobile, AL 36582

Adopted:

_____

City Clerk

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
02/14/2024	NEW APPLICATION	2024 - 5600	126540	4	April 2, 2024

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)
010 - LOUNGE RETAIL LIQUOR CLASS 1

Legal Business Name
LA TAVERN LLC

Trade Name (DBA)
LA TAVERN

Location Address
5651 HIGHWAY 90 STE B

City, State, Zip Code
MOBILE AL 36582

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature _____ Date _____

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
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DISTRICT 5
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DISTRICT 6

CITY CLERK
LISA C. LAMBERT

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PO Box 1151 Montgomery AL 36101

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Legal Business Name
LA TAVERN LLC

Trade Name (DBA)
LA TAVERN

Location Address
5651 HIGHWAY 90 STE B

City, State, Zip Code
MOBILE AL 36582

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
02/14/2024	NEW APPLICATION	2024 - 5600	126540	4	April 2, 2024

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS 1

Legal Business Name

LA TAVERN LLC

Trade Name (DBA)

LA TAVERN

Location Address

5651 HIGHWAY 90 STE B

City, State, Zip Code

MOBILE AL 36582

Contact Person Information				
Name	Title	POA	Phone	Email
GOPAL PATEL	MEMBER	NO		RACEWAYMCVAY@GMAIL.COM

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

What is/was the start date of this business? 04/10/2024

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

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
02/14/2024	NEW APPLICATION	2024 - 5600	126540	February 20, 2024

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
010 - LOUNGE RETAIL LIQUOR CLASS I	

Business Information

Legal Business Name	Trade Name (DBA)
LA TAVERN LLC	LA TAVERN

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	06.16.2022	001-025-418	AL	MADISON

Federal Tax ID (FEIN)	AL State Tax ID
88-2868150	R011532884

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
5651 HIGHWAY 90 STE B	THEODORE	AL	36582

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
5651 HIGHWAY 90 STE B	THEODORE	AL	36582

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	N/A

Business Contact Person Information

Name	Title	Phone	Email
LARRY W JOHNSON	OWNER ☐ POA		LATAVERN01@GMAIL.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
CHRISTINA JOHNSTON	[redacted]	CMJOHNSTON3@AOL.COM

Property Owner Address	City	State	Zip Code
108 EAST I-65 SERVICE ROAD	MOBILE	AL	36607

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
4,000	96	YES	NO	SHOPPING CENTER	PORTION OF

Do the premises have a fully equipped and operational kitchen? **NO**

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

Is the business equipped with services and facilities for on premises consumption? **YES**

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

L. J.

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
JOHNSON, LARRY WAYNE	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

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

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

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

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

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

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

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

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

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

L.J.

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

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

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

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

Owner/Applicant Printed Name	Date
Larry W. Johnson	2-14-24
Owner/Applicant Signature	**Title**
Larry Johnson	Owner

Sworn to and subscribed before me this 14th day of FEBRUARY 20 24 .

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

February 14, 2024

LA TAVERN LLC

5651 90 WEST

UNIT B

THEODORE, AL 36582 USA

ACCOUNT NUMBER: 126540 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1732470	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

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

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

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

02/14/2024 11:48AM SAVALIA G
038574-0002

BUSINESS LICENSE
LA TAVERN LLC
126540
2024 Item: 1732470
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
TP CC FEE $2.50
Total **$52.50**

REVENUE CC $52.50
**********6629
Ref=10c901cf-7f7f-4f05-8749-838f81c1e851
Auth=085533

Change due **$0.00**

Paid by: JOHNSON/ LARRY

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240205084435704

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: LA TAVERN **Filing Fee:** $50.00

Applicant: LA TAVERN LLC **Transfer Fee:**

Location Address: 5651 HIGHWAY 90 STE B THEODORE, AL 36582

Mailing Address: 6292 WOODSIDE DR N THEODORE, AL 36582

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-025-418

Do you sell Draft Beer?:

Date Incorporated: 06/16/2022 **State incorporated:** AL **County Incorporated:** MADISON

Date of Authority: 06/16/2022

Federal Tax ID: 88-2868150 **Alabama State Sales Tax ID:** R011532884

Name:	Title:	Date and Place of Birth:	Residence Address:
LARRY WAYNE JOHNSON	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: LARRY JOHNSON
Business Phone: 251-635-5713
Fax:

Home Phone: 251-635-5713
Cell Phone: 251-635-5713
E-mail: LATAVERN01@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240205084435704

: applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: PLEZENT PROPERTIES LLC 251-648-9753
What is lessors primary business? COCKRELLS BODY SHOP
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 4000 Display Square Footage:
Building seating capacity: 96 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240205084435704

Initial each — **Signature page**

L.J — In reference to law violations, I attest to the truthfulness of the responses given within the application.

L.J. — In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

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

XX — In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

L.J. — In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XX — In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

L.J. — In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

L.J. — I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Larry Johnson

Signature of Applicant: Larry Johnson

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240205084435704

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club

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

Special Retail

Is it for 30 days or less?
More than 30 days?

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

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

License Covers: SUITE B

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

HAL TAYLOR
SECRETARY

January 31st, 2024

Dear Mr. Johnson,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation
Thirteen

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN
NAME:JOHNSON,LARRY WAYNE
SOC
ABI RESULT:NON-IDENT
SID:

CERTIFIED COPY
OF ALEA DOCUMENT

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	JOHNSON, LARRY WAYNE		
Address:		**Nick Name:**	
Phone:			
Race:	WHITE	**DOB:**	
Sex:	M	**Age:**	51
Weight:	190	**Eyes:**	BLUE
Height:	5'06"	**Facial:**	
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #**	**DL Type:** DM	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:

NO RECORD

CHECKED BY: [signature]

DATE: 02-08-2023

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

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

   LA Tavern LLC

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

3. The name of the registered agent (only one agent): United States Corporation Agents, Inc.

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

   600 Boulevard South SW, Suite 104J Huntsville, AL 35802

   *COUNTY of above address: MADISON

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

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

(For SOS Office Use Only)

Alabama
Sec. Of State

001-025-418 DLL

Date	06/16/2022
Time	11:15:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 6 / 16 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 11 : 15 ◉ AM or ○ PM. (cannot be noon or midnight – 12:00)

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

6 / 16 / 2022
Date (MM/DD/YYYY)

Cheyenne Moseley
Signature as required by 10A-5A-2.04

Assistant Secretary
Typed title (organizer or attorney-in-fact)

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

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Legalzoom.com, Inc.	[redacted]	[redacted]

List of Current Member

The following individual is the only member of: L.A. Tavern LLC

NAME: Larry Wayne Johnson TITLE: Member

Larry Wayne Johnson
PRINTED NAME OF MEMBER

Larry Wayne Johnson
SIGNATURE OF MEMBER

1-30-2024
DATE

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

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

LA Tavern LLC

This name reservation is for the exclusive use of Legalzoom.com, 9900 Spectrum Dr. , Austin, TX 78717-null for a period of one year beginning June 16, 2022 and expiring June 16, 2023

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

June 16, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES029345

Limited Liability Company Agreement

LA Tavern LLC,
an Alabama Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT of LA Tavern LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as an Alabama limited liability company under the Alabama Limited Liability Company Law of 2014. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Alabama. The Members hereby adopt and approve the articles of organization of the Company filed with the Judge of Probate in the county where the Company is located and the Alabama Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Alabama Limited Liability Company Law of 2014.

"Agreement" means this Limited Liability Company Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Manager" means each Person who has authority to manage the business and affairs of the Company pursuant to this Agreement; such Persons are listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement. A Manager may be, but is not required to be, a Member.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Alabama Limited Liability Company Law of 2014, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 **Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 **Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 **Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Managers deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Alabama Limited Liability Company Law of 2014. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Managers in accordance with the Alabama Limited Liability Company Law of 2014.

3.3 **Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Alabama Limited Liability Company Law of 2014, the business and affairs of the Company will be managed by the Board of Managers, as further described below. The initial Managers will be the Persons named in the Company's articles of organization filed with the Alabama Secretary of State. The Managers will act under the direction of the Members and may be elected or removed at any time, for any reason or no reason, by the Members holding a majority of the Voting Interest of the Company. Exhibit B must be amended to reflect any changes in Managers.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Alabama Limited Liability Company Law of 2014 for the Company to engage in an activity or transaction, all activities or transactions must be approved by a majority of Managers, to constitute the act of the Company or serve to bind the Company, but if the Managers cannot reach a majority vote, the dispute will be submitted to the Members to be resolved by the affirmative vote of the Members holding at least a majority of the Voting Interest of the Company. With such approval, the signature of any Managers authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Managers acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

(i) A material change in the purposes or the nature of the Company's business;

(ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;

(iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

(iv) The amendment of this Agreement.

4.2 **Meetings of Managers.** Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference call, or by any other means permitted under the Alabama Limited Liability Company Law of 2014. In addition, Company actions requiring a vote may be carried out without a meeting if all of the Managers consent in writing to approve the action.

4.3 **Officers.** The Managers are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Managers determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Managers; or (b) the officer is dismissed or terminated by the Managers, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Managers, and may be terminated, at any time and for any reason, by the Managers.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records.** The Managers will keep or cause the Company to keep the following business records.

(i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;

(ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

(iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and

(iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Managers are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Alabama Limited Liability Company Law of 2014 requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the

Alabama Limited Liability Company Law of 2014, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action of the members.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Meetings may be called by any Member or Members, holding 10% or more of the Membership Interests, for the purpose of addressing any matters on which the Members may vote. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Alabama Limited Liability Company Law of 2014. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Alabama Limited Liability Company Law of 2014, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

(i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;

(ii) Entry of a decree of judicial dissolution under Section 10-12-38 of the Alabama Limited Liability Company Act;

(iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(iv) The sale or transfer of all or substantially all of the Company's assets;

(v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, Manager, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director,

Manager, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Alabama law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Alabama law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 **Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification) or a majority of the Managers that are not seeking indemnification, as the case may be. Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its

notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 **Entire Agreement; Amendment.** This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Alabama Limited Liability Company Law of 2014. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Alabama Limited Liability Company Law of 2014.

10.3 **Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Alabama. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 **Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

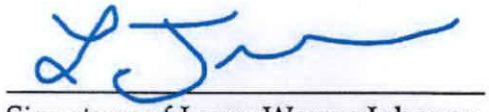
10.6 **Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Limited Liability Company Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 01/22/2023



Signature of Larry Wayne Johnson
A limited liability company

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	**Capital Contribution**	**Percentage Interest**
Larry Wayne Johnson Address: 5651 US Hwy. #90 Theodore, Alabama 36582		100%

EXHIBIT B
MANAGERS

Manager(s) of the Company are set forth below.

Leann Marie Neilson

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

Date of this notice: 06-20-2022

Employer Identification Number:
88-2868150

Form: SS-4

Number of this notice: CP 575 A

LA TAVERN LLC
LARRY WAYNE JOHNSON SOLE MBR
5651 US HWY 90
THEODORE, AL 36582

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2868150. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2023
Form 944	01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

LA TAVERN LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011532884	01/1/2024	12/31/2024

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

NON-TRANSFERABLE THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.

THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 722410

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5651 HIGHWAY 90 STE B THEODORE AL 36582-1683

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Christie Johnston

Ownership Type	Company Name

The above described property is ☐ Owned ☒ Leased to/by Larry Johnson

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 23 day of January 2024

Notary Printed Name	Notary Signature
Melissa Norris	Melissa G Norris

Notary Public | Alabama State at Large
Melissa Norris
Expires 4/14/2026

Notary Stamp

Owner of Property (Print Name): Christie Johnston

Owner of Property (Signature): Christie Johnston

Street Address: 5651 Hwy 90 B-3 Theodore AL

City, State, Zip

Date Agreement Signed: 1/23/24

Applicant Name (Print Name): Larry Johnson

Applicant Name (Signature): Larry Johnson

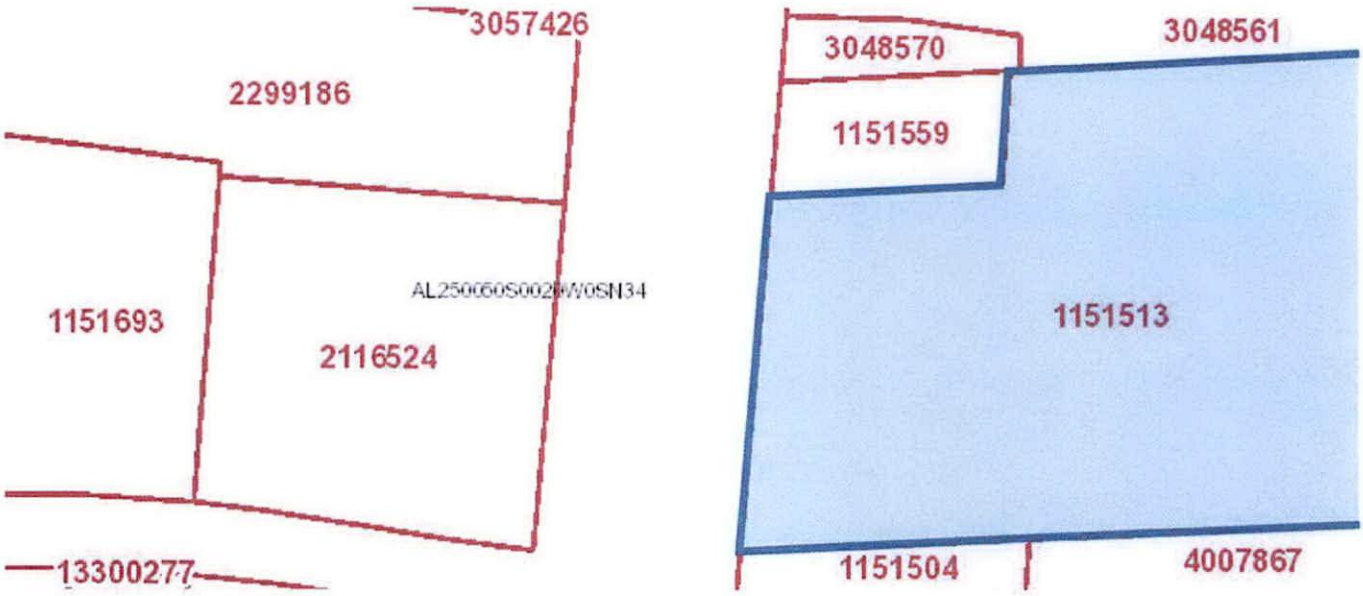
Date Agreement Signed: 2-14-24

| Application Property Ownership

Mobile County Property Search

Key Number: 1151513 For Year 2023

Map



Property Details

Account	
Key Number:	1151513
Legal Description:	LOT 1 RESUB OF LOT 31 & POR OF LOT 32 CAROL PLANTATION UNIT 1 MBK 97/115 #SEC 34 T5S R2W #MP33 08 34 2 000
Parcel Number:	3308342000007XXX
Type:	Real
Property Class:	2
Location	
Address:	5651 HIGHWAY 90 W THEODORE, AL 36582
Owner	
Name:	PLEZANT PROPERTIES INC
Mailing Address:	108 E I65 SERVICE RD N MOBILE , AL 36607-2501
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Information for address:
5651 USHY 90 W

- **Parcel Information:**

Key / ID:
01151513 / R023308342000007.000
Owner:
Plezant Properties Inc
108 E I65 Service Rd N

Mobile, Al 36607

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
4

- **Township/Range/Section:**
5s2w34

- **Tract Census 2010:**
007000

- **Zipcode:**
Theodore

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1757362.765
Y: 207573.433

- **Zoning:**
Check zoning on Planning & Zoning

Services:

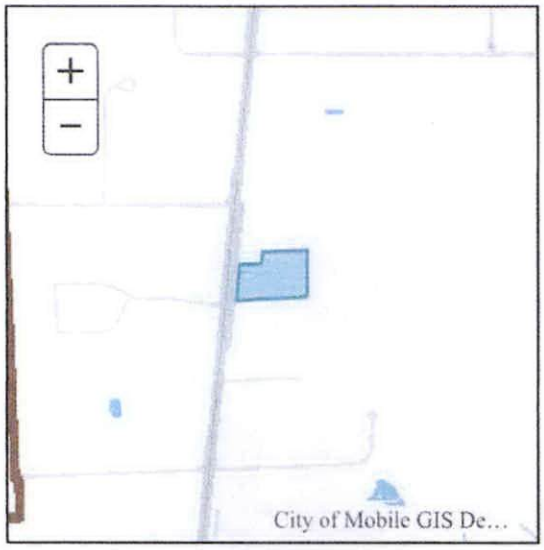
- **Fire District:**
Fire Station 7 Seelhorst

- **Garbage Pickup Day:**
Friday-West - Route Theo

- **Police Precinct / Beat:**
Precinct - 2 / Beat - 24a

- **Trash Pickup Day/ Unit:**
Wednesday South - biweekly / Td-9

- **Community Action Group:**
N/A



Political:

- **City Council District:**
4 - Ben Reynolds

- **County Commissioner District:** 3

- **State House District:** 104

- **State Senate District:** 35

School:

- **Elementary School District:**
Burroughs

- **High School District:**
Theodore

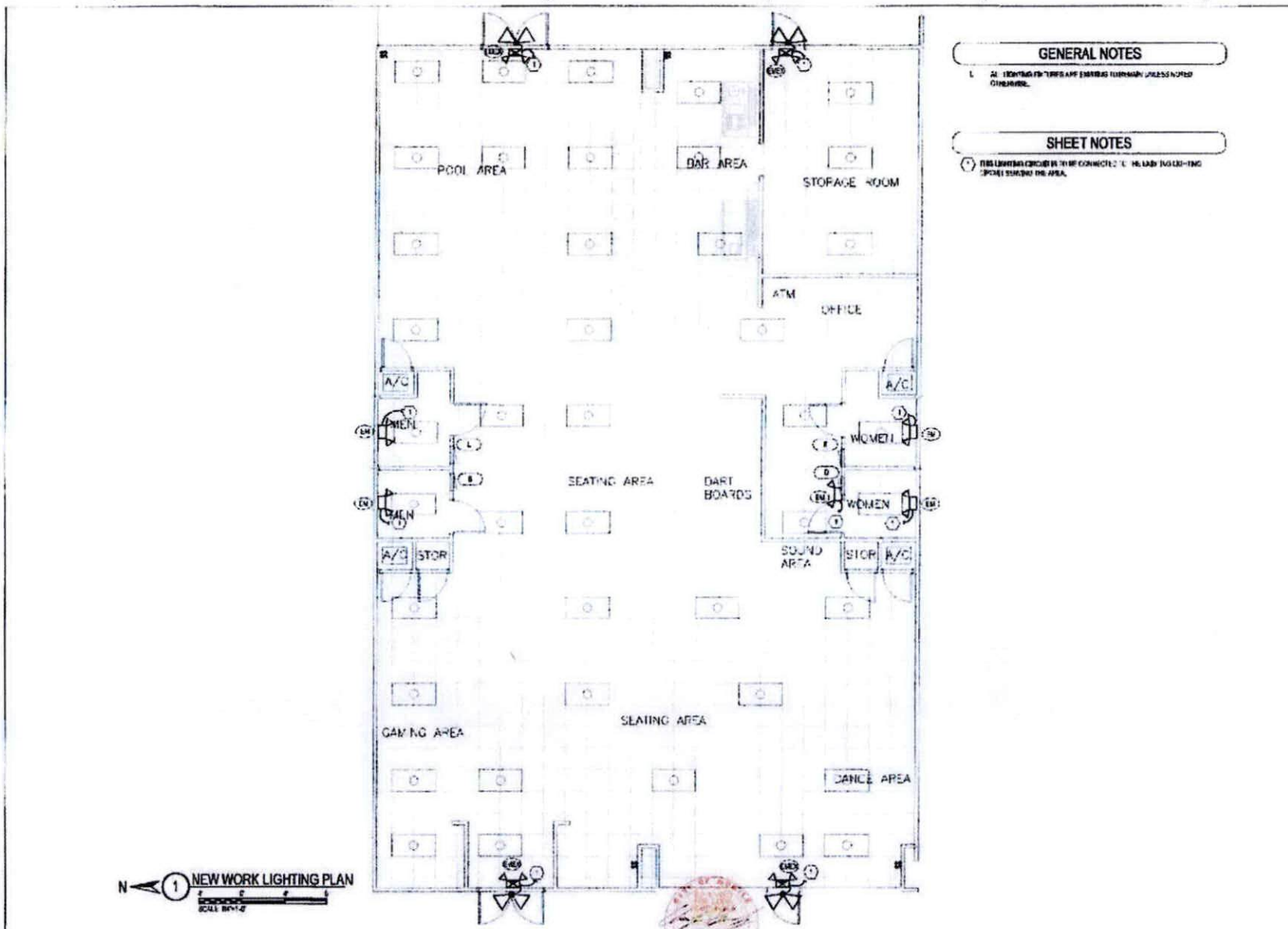
- **Middle School District:**
Hankins

- **School Board District:** 2

Flooding Information:

- **Flood Zone:**
Check flood zone on City Map

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.



GENERAL NOTES

1. ALL [illegible] ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE.

SHEET NOTES

1. THIS LIGHTING CIRCUIT IS TO BE CONNECTED TO [illegible] INCLUDING [illegible] AREA.

PERMIT REQUEST
LARRY JOHNSON
5661 GOVERNMENT BLVD
MOBILE, AL 36582

NO.	DATE	REMARKS

SHEET TITLE

NEW WORK LIGHTING PLAN

JOB NO. [illegible]

DATE: [illegible]

DRAWN BY: B. NICHOLS

CHECKED BY: A. HANSEN

SHEET

E310

APPLICABLE CODE

[illegible] SPECIAL OCCUPANCIES, BY SPECIAL PROVISIONS, ADDITIONAL SERVICES SHALL BE PERMITTED FOR EITHER OF THE FOLLOWING:

2. MULTIPLE-OCCUPANCY BUILDINGS WHERE NO AVAILABLE SPACE FOR SERVICE EQUIPMENT ACCESSIBLE TO ALL OCCUPANTS

[illegible] A SINGLE BUILDING OR OTHER STRUCTURE SUFFICIENTLY LARGE TO MAKE TWO OR MORE SERVICES NECESSARY

APPLICABLE CODE

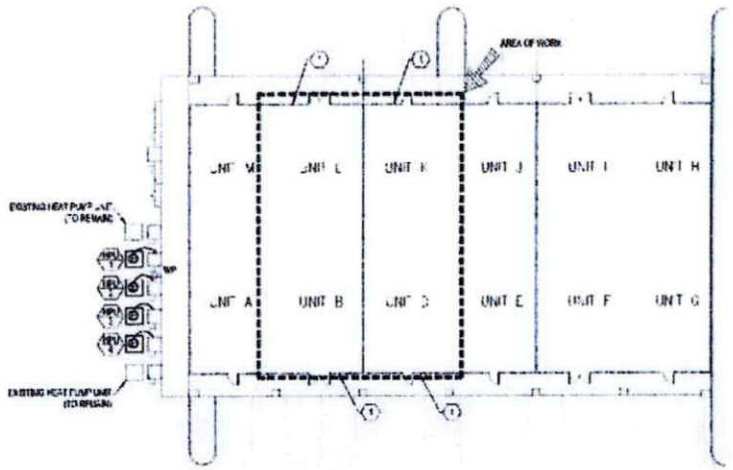
[illegible] IDENTIFICATION: ONE OF A BUILDING OR STRUCTURE IS SUPPLIED BY MORE THAN ONE SERVICE, OR ANY COMBINATION OF BRANCH CIRCUITS, FEEDERS, AND SERVICES, A PERMANENT PLAQUE OR DIRECTORY SHALL BE INSTALLED AT EACH SERVICE DISCONNECT LOCATION DENOTING ALL OTHER SERVICES, FEEDERS, AND BRANCH CIRCUITS SUPPLYING THAT BUILDING OR STRUCTURE AND THE AREA SERVED BY EACH.

GENERAL NOTES

1. ALL HEAT PUMP UNITS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE. THE LABELING OF "PB REPLACEMENT HEAT PUMP" IS TO BE COORDINATED WITH THE SERVING PANEL. A HEAT PUMP FED BY PANEL B IE. HPU-B, A HEAT PUMP FED BY PANEL D IS HPU-D, ETC. THE NEW HEAT PUMPS ARE TO REPLACE THE ABSENT HEAT PUMPS.

SHEET NOTES

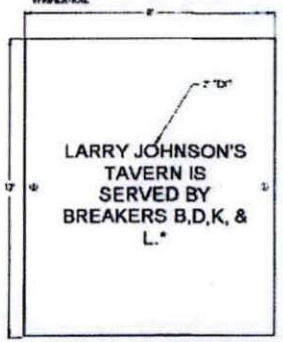
1. THE LARRY JOHNSON'S TAVERN LABEL IS TO BE AFFIXED TO THE FRONT AND BACK ENTRANCE AND EXIT OF LARRY JOHNSON'S TAVERN BY THE ELECTRICAL CONTRACTOR. THE DETAIL IS TO BE SECURED TO THE GLASS PANE TO THE IMMEDIATE RIGHT OF THE DOOR IN THE CENTER OF THE GLASS PANE IF APP.



1 NEW WORK SITE PLAN

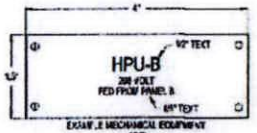
NOTE: THE FRONT AND BACK ENTRANCE AND EXIT OF LARRY JOHNSON'S TAVERN ARE TO BE MARKED WITH THE FOLLOWING LABEL.

THE ELECTRICAL CONTRACTOR IS TO FIELD VERIFY LARRY JOHNSON'S TAVERN IS SERVED BY BREAKERS B,D,K, & L. THE ELECTRICAL CONTRACTOR IS TO PRINT THE BREAKERS LISTED IN THE DETAIL AS NECESSARY AFTER FIELD VERIFICATION.



ENGRAVED PLASTIC TAG WITH 2" HIGH WHITE LETTERS ON RED BACKGROUND. TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH 4 CHROME (STAINLESS STEEL FOR WET OR DAMP LOCATIONS) SCREWS. ADHESIVE BACKING TAPE, ETC IS NOT ALLOWED. TAG SHALL BE SIZED AS REQUIRED TO FIT APPROPRIATE TEXT.

2 LARRY JOHNSON TAVERN LABEL
NOT TO SCALE



EXAMPLE MECHANICAL EQUIPMENT LABEL

ENGRAVED PLASTIC TAG WITH BLACK LETTERS ON WHITE BACKGROUND (RED BACKGROUND FOR EMERGENCY EQUIPMENT). TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH 4 CHROME (STAINLESS STEEL FOR WET OR DAMP LOCATIONS) SCREWS. ADHESIVE BACKING TAPE, ETC IS NOT ALLOWED. DIMENSIONS ARE MINIMUM. TAG SHALL BE SIZED AS REQUIRED TO FIT APPROPRIATE TEXT.

3 TYPICAL EQUIPMENT LABELING DETAIL
NOT TO SCALE

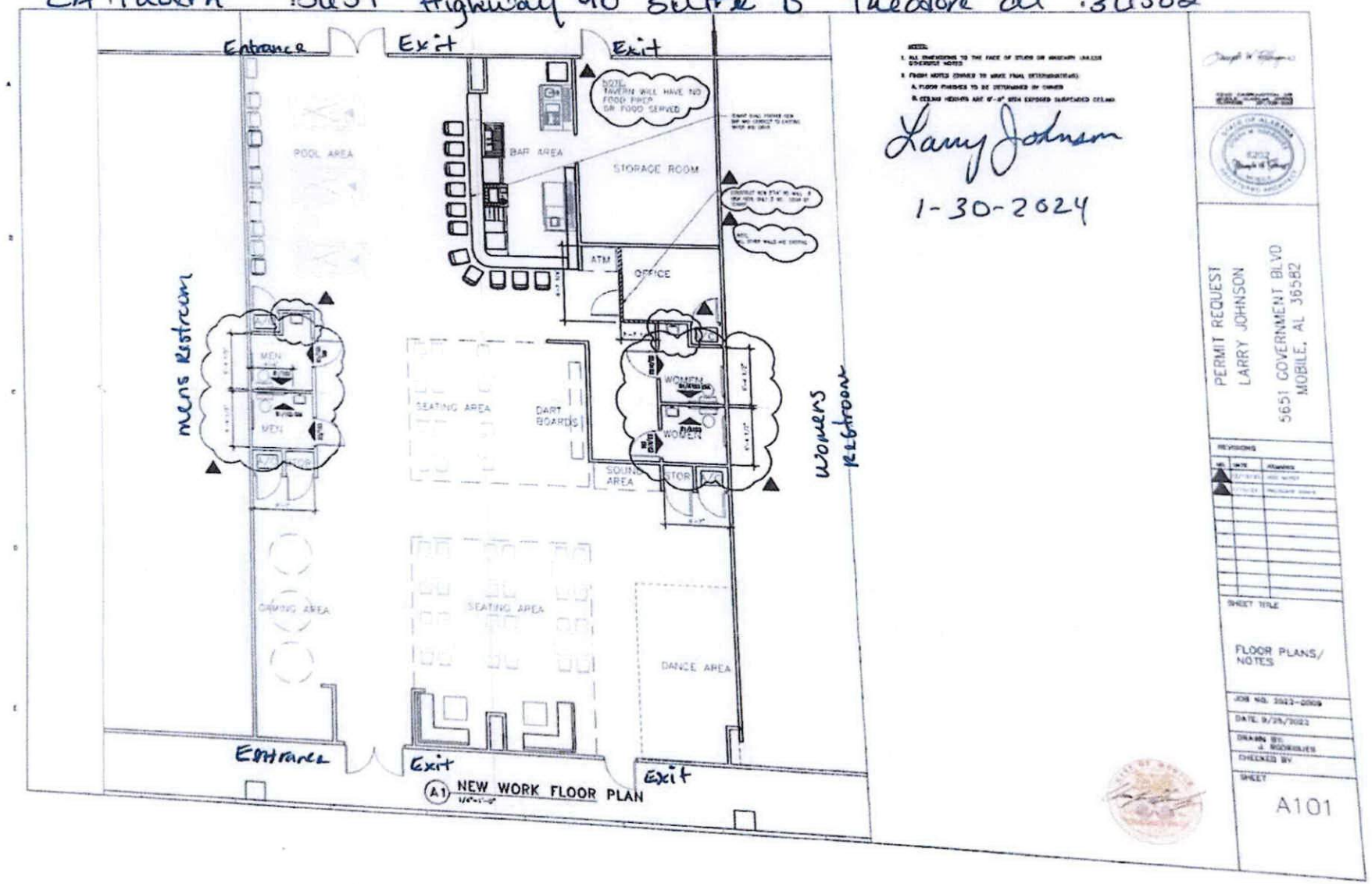
PERMIT REQUEST
LARRY JOHNSON
5661 GOVERNMENT BLVD
MOBILE, AL 36582

REVISIONS
NO. DATE REMARKS

SHEET TITLE
NEW WORK SITE PLAN

JOB NO. 2022-0009
DATE: 09/09/2022
DRAWN BY: G. NICHOLS
CHECKED BY: A. BARRON
SHEET
E300

LA Tavern :5651 Highway 90 Suite B Theodore al .36582



REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated July 01, 2023, by and between Plezent Properties, Inc. ("Landlord"), and LA Tavern, LLC. ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a 4000 square foot office building in Johnston Square Shopping Center Suites BCJK (the "Premises") located at 5651 HWY 90 Suite B Theodore, Alabama 36582.

TERM. The lease term will begin on July 01, 2023 and will terminate on July 01, 2028. It is understood that either party must provide written notification to the other thirty (30) days in advance of intent to vacate the Premises. Termination must occur at the end of the calendar month. Upon vacating the Premises, Tenant hereby agrees to return same in as good repair and "Broom Cleaned" condition as of the commencement date of the Lease, acceptable to Landlord 's designated representative.

TRIPLE NET LEASE. This Lease is what is commonly referred to as a "Triple Net Lease", it being the intention of the parties that Landlord shall not have any responsibility of any kind or nature whatsoever to maintain, repair, improve, alter or in any way incur any expense in connection with the Property, and that the rent and any other payments to be made by Tenant to or on behalf of Landlord under the terms hereof, are to be free and clear of any impositions, expenses or setoffs of any kind or nature whatsoever, including without limitation, any taxes, charges or expenses in connection with the ownership, maintenance, repair and operation of the Property, all such expenses, charges and taxes to be paid by Tenant as provided herein.

Tenant shall pay for all light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon and a proportionate share of real property taxes. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable, proportionate share as determined by Landlord of all charges jointly metered with other Premises.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $3,400.00, payable on the first day of each month. Lease payments shall be made to the Landlord (Plezent Proprties) at 108 East Interstate 65 Service Road North, Mobile, Alabama 36607, which address may be changed from time to time by the Landlord.

ESTIMATED PAYMENTS. Tenant shall be notified by Landlord of Estimated Payments for taxes. The Estimated Payments shall be paid by Tenant together with rent, on the first day of each month throughout the term or taxes can be paid in full by December 01, 2022. The Estimated Payments may be increased or decreased by Landlord upon written notice to Tenant based upon statements received or charges incurred by Landlord, information available to Landlord as to the probable cost of expected charges and expenses, or the reasonable estimate of Landlord as to the probable amount of expected charges or expenses. Landlord shall be entitled to retain the monies received from such payments in its general fund pending payment of all such costs and charges. No more frequently than once each calendar quarter, the actual costs shall be determined by Landlord, and Tenant shall remit to Landlord on demand its unpaid pro rata share of the actual expense. In the event Tenant paid more than the actual expenses for such period of time, Landlord shall apply such overpayment towards the next Estimated Payments owing by Tenant. At the termination of this Lease, an accounting for such charges and expenses shall be made to the nearest practical accounting period, and Tenant shall pay to Landlord any balance due, or the Landlord shall refund to Tenant any excess amount paid.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Bar and Pub The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

ALTERATIONS. Tenant covenants and agrees that all Alterations constructed on the Property or work performed or caused to be performed by Tenant shall be in full compliance with all laws, rules, orders, ordinances, directions, codes, regulations and requirements of all governmental agencies, offices, departments, bureaus and boards having jurisdiction over the Property. Tenant shall provide Landlord with at least 30 days notice prior to having any construction materials delivered to the Property or commencing construction of any improvements, and shall reasonably cooperate with Landlord in the posting of a notice of non-responsibility.

COST OF ALTERATIONS. Tenant shall pay all costs of constructing any such Alterations approved by Landlord including but not limited to fees and costs charged by architects, engineers, the general contractor, subcontractors, and laborers and material men, and shall not permit any mechanic's or materialmen's lien to be filed against the Property in connection therewith.

PROPERTY INSURANCE. Tenant shall maintain casualty property insurance on the Premises and all improvements against loss or damage by fire and lightning and against loss or damage by other risks in an amount not less than $200,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. All insurance proceeds payable by the occurrence of any covered loss shall be payable to Landlord, and Tenant shall have no right or claim to any such insurance proceeds payable with respect to the Improvements, excluding, however, any such proceeds that may be payable with respect to Tenant's personal property or trade fixtures.

Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least $200,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of one year per renewal term, unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Tenant shall pay all real estate taxes and assessments which are assessed against the Premises during the time of this Lease. Real Property Taxes" shall include any form of assessment, license, fee, rent, tax, levy, penalty or tax imposed by any authority having the direct or indirect power to tax, including any improvement district, as against any legal or equitable interest of Landlord in the Premises or as against Landlord 's business of renting the Premises. Tenant 's share of Real Property Taxes shall be equitably prorated to cover only the period of time within the fiscal tax year during which this Lease is in effect. With respect to any assessments which may be levied against or upon the Premises, and which may be paid in annual installments, only the amount of such annual installments (with appropriate proration for any partial year) and interest due thereon shall be included within the computation of the annual Real Property Taxes. Landlord represents that, to the best of his knowledge, there are no assessment or improvement districts being planned which would affect the Premises other than as in effect as of the date of this Lease.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with lease payments. Accordingly, Tenant shall pay before delinquency all taxes levied or assessed on Tenant 's fixtures, improvements, furnishings, merchandise, equipment and personal property in and on the Premises, whether or not affixed to the real property. If Tenant in good faith contests the validity of any such personal property taxes, then Tenant shall at its sole expense defend itself and Landlord against the same and shall pay and satisfy any adverse determination or judgment that may be rendered thereon and shall furnish Landlord with a surety bond satisfactory to Landlord in an amount equal to 150% of such contested taxes. Tenant shall indemnify Landlord against liability for any such taxes and/or any liens placed on the Premises in connection with such taxes. If at any time after any tax or assessment has become due or payable Tenant or its legal representative neglects to pay such tax or assessment, Landlord shall be entitled, but not obligated, to pay the same at any time thereafter and such amount so paid by Landlord shall be repaid by Tenant to Landlord with Tenant 's next rent installment together with interest at the highest rate allowable by law.

TERMINATION CLAUSE. Tenant may, upon 30 days' written notice to Landlord, terminate this lease provided that the Tenant pays a termination charge equal to 1 months' rent or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 30 day notice period. Termination charge will be in addition to all rent due up to the termination day.

MILITARY TERMINATION CLAUSE. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the tenant, provided there are no damages to the premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of $50.00.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged $50.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. However, Tenant shall be entitled to use and store only those Hazardous Materials, that are

necessary for Tenant 's business, provided that such usage and storage is in full compliance with all applicable local, state and federal statutes, orders, ordinances, rules and regulations (as interpreted by judicial and administrative decisions). Tenant shall not keep or store on the Premises chemicals in quantities, amounts, concentrations or type which are in excess of those permitted by local, state or federal laws, regulations or ordinances.

Tenant shall give to Landlord immediate verbal and follow-up written notice of any spills, releases or discharges of Hazardous Materials on the Premises, or in any common areas or parking lots (if not considered part of the Premises), caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant covenants to investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Materials caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors at Tenant 's cost and expense; such investigation, clean up and remediation to be performed after Tenant has obtained Landlord 's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining Landlord 's written consent. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not limited to, attorneys' and consultant fees) arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of Hazardous Materials on or about the Premises caused by the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant shall not be entitled to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of Landlord, which may be given or withheld in Landlords sole discretion.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature..

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

OTHER. Tenant will pay First and Second months rent upfront in the amount $6800.00, nonrefundable if tenant cannot obtain required licenses and the lease is terminated. If licenses cannot be obtained the lease will be terminated without penalty. If for any reason there is any criminal mischief or disorderly conduct that requires the law to become involved tenant will be responsible for damages caused and landlord will have

the right to terminate lease if problems persist. Tenant will be responsible for power for Suites B,C,J,K . power is currently off to building, building will have to be inspected and deposits made to reinstate power. Water and sewage is provided by landlord which is currently working. This is a Triple net lease, taxes for Suites B,C,J,K, are $4200.00 a year for the 4000 square payable by the tenant no later than December 01, 2022. $2100.00 will be do December 1, 2022 for 6 months of taxes for 2022. Landlord will be responsible for construction of divider walls, install ceiling tiles, lower sprinkler heads, removal of wall upfront and install door to inside storage area, remove small wall near restroom. Tenant will be responsible for any other upgrades made to building, construction of bar area and drains. Upgrades and deposits made are nonrefundable if proper licenses cannot be obtained and lease is terminated. First and Second months rent will be paid upfront next rent will be due August 1, 2022 and on the First of each fallowing months until lease is terminated.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alabama.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

SIGNATURES AND NOTICE. This Lease shall be signed by the following parties. No notice under this Lease shall be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the parties below:

LANDLORD:

Plezant Properties, Inc.
Owner
5651 Hwy 90 Bldg 4
Theodore, AL 36582

TENANT:

LA Tavern, LLC.

LANDLORD:
Plezant Properties. Inc.

By: _____ Date: 1/30/24

Christina Murphey Johnston
Owner of Plezant Properties, Inc.

TENANT:
LA Tavern, LLC.

By: _____ Date: 1-30-2024

Larry Wayne Johnson
Owner of LA Tavern, LLC.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☒ New Business ☐ New Owner ☐ Location Change	☒ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☒ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

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

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

Legal Business Name	Trade Name (DBA)
LA Tavern LLC	LA Tavern

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
5651 Hwy 90 STE B	Theodore	AL	36582

Business Contact Person Information Name	Title	Phone	Email
Larry Johnson	Owner		LaTavernBL@gmail.com

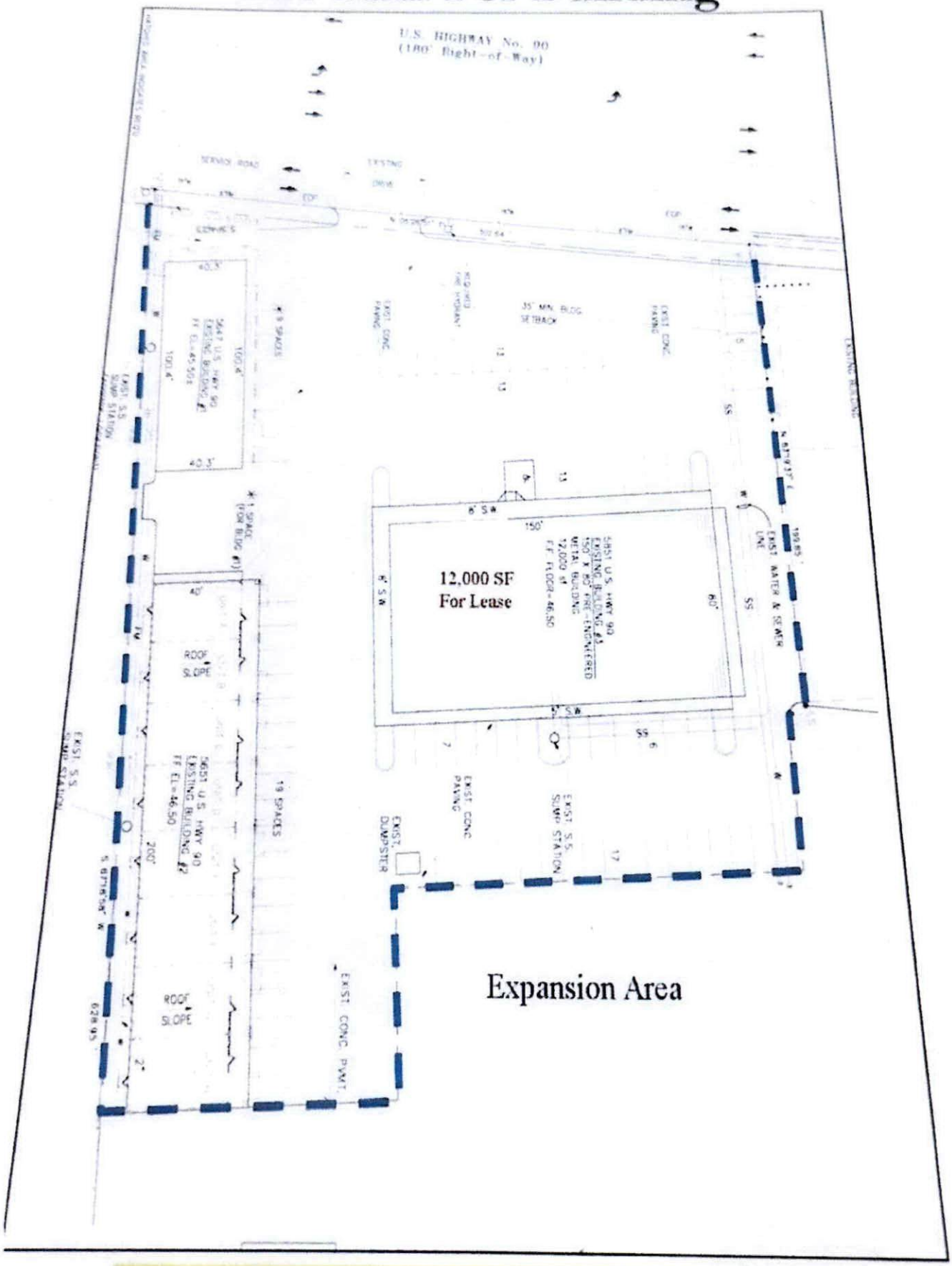
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
4000	14+	14	✓	B-3	✓

Comments:

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C Whistler	3-26-2024

Site Plan For Building



CITY OF MOBILE

BUILD MOBILE

CERTIFICATE OF OCCUPANCY

Certificate Number
10808

Date: 3/21/24

This certificate issued pursuant to the requirements of the 2012 I.B.C. certifying that at the time of issuance this structure was in compliance with the various ordinances of the City of Mobile. For the following:

Permit No: BLDC-103754-2022
ELEC-108836-2023 PLMC-129321-2024
ELEC-108837-2023
ELEC-108838-2023
ELEC-108839-2023

OCC LOAD: 104

Name of Business (Building): TAVERN

Building Address: 5651 HWY. 90 W BLDG 3 UNIT B

Owner of Building: PLEZANT PROPERTIES INC

Architect / Engineer:	JOSEPH W RODRIGUES		
Occupancy Type:	A-2	Zoning Classification:	B-3
Type of Construction:	II-B	Flood Zone:	X-UNSHADED
Fuel Gas Contrator:	N/A	Sprinkled Building:	YES
Plumbing Contractor:	PRECISION ENTERPRISES	Building Contractor :	PLEZANT PROPERTIES INC
Mechanical Contractor:	N/A	Electrical Contractor:	BAGBY & RUSSELL ELECTRIC CO INC
Building Official / Title	R. Todd McClung		Building Official

CITY OF MOBILE Building Official MOBILE ALABAMA BUILD MOBILE

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/28/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 10:15 AM

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Quicktrip Corporation
Location:	Quicktrip 5575 Highway 90 Theodore, AL 36582

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/21/2024	NEW APPLICATION	2024 - 5633	127394	4	April 2, 2024

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

QUIKTRIP CORPORATION

Trade Name (DBA)

QUIKTRIP 7177

Location Address

5575 HWY 90

City, State, Zip Code

THEODORE AL 36582

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

QUIKTRIP CORPORATION

Trade Name (DBA)

QUIKTRIP 7177

Location Address

5575 HWY 90

City, State, Zip Code

THEODORE AL 36582

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/21/2024	NEW APPLICATION	2024 - 5633	127394	4	April 2, 2024

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

QUIKTRIP CORPORATION

Trade Name (DBA)

QUIKTRIP 7177

Location Address

5575 HWY 90

City, State, Zip Code

THEODORE AL 36582

Contact Person Information

Name	Title	POA	Phone	Email
JON C ARCHER	ATTORNEY	YES		JARCHER@JBPLAW.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 04/25/2024

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

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/21/2024	NEW APPLICATION	2024 - 5633	127394	4	April 2, 2024

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

Business Information

Legal Business Name	Trade Name (DBA)
QUIKTRIP CORPORATION	QUIKTRIP 7177

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
CORP - CORPORATION	05/19/1958	AL 588-205 9/26/19	OK	TULSA

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
73-0675375	R009845466	(251) 725-6912	

Physical Address (Street Address, Suite #)	City	State	Zip Code
5575 HWY 90	THEODORE	AL	36582

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

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

Contact Person Information

Name	Title	POA	Phone	Email
JON C ARCHER	ATTORNEY	YES		JARCHER@JBPLAW.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions
040/060 -		

Land/Building Information

Do you (the applicant) own or lease the property? OWN BUILDING - WARRANTY DEED ATTACHED

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

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

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
8,292	0	YES	NO	SINGLE STRUCTURE	OTHER STRUCTURE

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

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

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

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

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

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

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

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	QUIKTRIP CORPORATION	QUIKTRIP 7178	1403 INDUSTRIAL PKWY SARALAND 36517

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

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

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

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

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	QUIKTRIP CORPORATION	QUIKTRIP 7178	1403 INDUSTRIAL PKWY SARALAND 36517

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

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
ARCHER II, JON C	ATTY IN FACT			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**
				?

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

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
WELLS, MARSHAL JAMES	GENERAL COUNSEL/SEC		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
[redacted]			

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

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

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

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	QUIKTRIP CORPORATION	QUIKTRIP 7178	1403 INDUSTRIAL PKWY SARALAND 36517

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

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

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

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

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

Additional State of Alabama ABC License(s) not yet listed on Application

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

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

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

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

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

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

Owner/Applicant/POA Printed Name	Date of Application Signature
Jon Archer	3/21/24
Owner/Applicant/POA Signature	Title of Person Signing this Application
Jon Archer attorney in fact	attorney in fact

Sworn to and subscribed before me this 21 day of March 20 24

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19, 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

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

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

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

QUIKTRIP CORPORATION dba **QUIKTRIP 7177**

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

050 - RETAIL BEER (OFF PREMISES ONLY)

for the premises located at **5573 HWY 90** , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

April 2, 2024

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

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

Attorney in Fact
Applicant/POA Signature

R Shawn Skinner
Revenue Department Representative

CITY OF MOBILE

REVENUE DEPARTMENT

March 21, 2024

QUIKTRIP 7177

5575 USHY 90 WEST

THEODORE, AL 36582 USA

ACCOUNT NUMBER: 127394 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1751201	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

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

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

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240214100758130

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Trade Name: QUIKTRIP 7177 **Filing Fee:** $100.00

Applicant: QUIKTRIP CORPORATION **Transfer Fee:**

Location Address: 5575 HWY 90 THEODORE , AL 36582

Mailing Address: P O BOX 2927 TULSA, OK 74101

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** CORPORATION

Book, Page, or Document info: 999999

Do you sell Draft Beer?:

Date Incorporated: 05/19/1958 **State incorporated:** OK **County Incorporated:** TULSA

Date of Authority: 09/26/2019

Federal Tax ID: 73-0675375 **Alabama State Sales Tax ID:** R011182753

Name:	Title:	Date and Place of Birth:	Residence Address:
[illegible]STER EDOUARD CADIEUX III	CEO		
MARSHALL JAMES WELLS	SECRETARY		
STUART COLEMAN SULLIVAN	VICE PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JON ARCHER
Business Phone: 251-626-7704
Fax:

Home Phone: 251-626-7704
Cell Phone: 251-626-7704
E-mail: JARCHER@JBPLAW.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240214100758130

If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: QUIKTRIP CORPORATION 918-615-7700
What is lessors primary business? PROPERTY RENTAL
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 8292 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240214100758130

Initial each — **Signature page**

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

Applicant Name (print): Jay Archer

Signature of Applicant: [signature] attorney in fact

Notary Name (print): Shauna B. Mosley

Notary Signature: ShaunaBMosley Commission expires: 5/20/24

SHAUNA B. MOSLEY NOTARY PUBLIC ALABAMA STATE AT LARGE

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240214100758130

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

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

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

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

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

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Is the lessor involved in any way with the alcohol beverage business?: QUIKTRIP STORE IN SARALAND AL
Is ther any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICANT AND THE LANDLORD ARE THE SAME PERSON

OKLAHOMA STATE BUREAU OF INVESTIGATION

Criminal History Information Request Portal Response

6600 North Harvey Place • Oklahoma City, OK 73116
(405) 879-2986
CHIRP@osbi.ok.gov
http://www.ok.gov/osbi/Criminal_History/CHIRP

Type of Search(es) Requested	Request Date
[X] OSBI Name Based [ ] DOC Sex Offender [ ] DOC Violent Offender	10/21/2021

The Oklahoma State Bureau of Investigation (OSBI)'s Criminal History Information Request Portal (CHIRP) allows for online search requests of OSBI's Criminal History Database and the Oklahoma Department of Corrections' Sex Offender and Violent Offender Registries. Matches identified in OSBI's database are returned with a state identification number and associated RAP sheet.

REQUESTOR INFORMATION:

ORGANIZATION _____

AUTHORIZED USER CORPORATION, QUIKTRIP

STREET ADDRESS _____

_____

PHONE NUMBER _____ E-MAIL ADDRESS LICENSING@QUIKTRIP.COM

SUBJECT INFORMATION:

NAME CADIEUX, CHESTER EDOUARD

ALIAS/MAIDEN NAME(S) _____

DATE OF BIRTH _____ RACE W SEX M SOCIAL SECURITY NUMBER _____

PURPOSE OF REQUEST Alabama alcohol license

SEARCH RESULTS:

OSBI Computerized Criminal History	Department of Corrections Sex Offender Registry	Department of Corrections Violent Offender Registry
NO RECORD WAS FOUND MATCHING THE SUBJECT NAME AND/OR DESCRIPTION. **10/21/2021**		

Record information is furnished solely on the basis of name or description similarity with the subject of the inquiry

OKLAHOMA STATE BUREAU OF INVESTIGATION

Criminal History Information Request Portal Response

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REQUESTOR INFORMATION:

ORGANIZATION _____

AUTHORIZED USER CORPORATION, QUIKTRIP

STREET ADDRESS _____

_____

PHONE NUMBER _____ E-MAIL ADDRESS LICENSING@QUIKTRIP.COM

SUBJECT INFORMATION:

NAME SULLIVAN, STUART COLEMAN

ALIAS/MAIDEN NAME(S) _____

DATE OF BIRTH / / RACE W SEX M SOCIAL SECURITY NUMBER _

PURPOSE OF REQUEST Alabama alcohol license

SEARCH RESULTS:

OSBI Computerized Criminal History	Department of Corrections Sex Offender Registry	Department of Corrections Violent Offender Registry
NO RECORD WAS FOUND MATCHING THE SUBJECT NAME AND/OR DESCRIPTION. **10/21/2021**		

Record information is furnished solely on the basis of name or description similarity with the subject of the inquiry

OKLAHOMA STATE BUREAU OF INVESTIGATION

Criminal History Information Request Portal Response
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Type of Search(es) Requested	Request Date
[x] OSBI Name Based [ ] DOC Sex Offender [ ] DOC Violent Offender	10/21/2021

The Oklahoma State Bureau of Investigation (OSBI)'s Criminal History Information Request Portal (CHIRP) allows for online search requests of OSBI's Criminal History Database and the Oklahoma Department of Corrections' Sex Offender and Violent Offender Registries. Matches identified in OSBI's database are returned with a state identification number and associated RAP sheet.

REQUESTOR INFORMATION:

ORGANIZATION _____
AUTHORIZED USER CORPORATION, QUIKTRIP
STREET ADDRESS _____

PHONE NUMBER _____ E-MAIL ADDRESS LICENSING@QUIKTRIP.COM

SUBJECT INFORMATION:

NAME WELLS, MARSHALL JAMES
ALIAS/MAIDEN NAME(S) _____
DATE OF BIRTH _____ RACE W SEX M SOCIAL SECURITY NUMBER _____
PURPOSE OF REQUEST Alabama alcohol license

SEARCH RESULTS:

OSBI Computerized Criminal History	Department of Corrections Sex Offender Registry	Department of Corrections Violent Offender Registry
NO RECORD WAS FOUND MATCHING THE SUBJECT NAME AND/OR DESCRIPTION. 10/21/2021		

Record information is furnished solely on the basis of name or description similarity with the subject of the inquiry

LIMITED POWER OF ATTORNEY

STATE OF Oklahoma
COUNTY OF Tulsa

KNOW ALL MEN BY THESE PRESENTS, that QUIKTRIP CORPORATION (hereinafter "QUIKTRIP") organized and existing under the laws of the State of Oklahoma constitutes and appoints the law firm of James B. Pittman, Jr., P.C., James B. Pittman, Jr., and Jon C. Archer II, as true and lawful agent(s) and Attorney(s)-in-Fact (herein called my "Attorney") with full power of substitution, for QUIKTRIP in its name, place and stead to do every act of every kind with respect to the transfer, application or renewal of Alabama Beverage Control liquor licenses for the manufacture, wholesale, warehousing and/or retail sale of alcoholic beverages applied for or in the name of QUIKTRIP and to act on its behalf in any and all counties and/or cities in the State of Alabama, with all the powers the undersigned would possess if personally present for the transaction of business with regard to the transfer, application or renewal of said liquor licenses and application and registration for a sales tax account, including signing documents with respect to the above-described matters.

Pursuant hereto, my said Attorney may take any and all such actions on behalf of QUIKTRIP as its Attorney-in-Fact. No person dealing with QUIKTRIP's said Attorney shall be required to see to the application of any funds or property paid or given for my account and the receipt given by, or any other juristic acts performed by QUIKTRIP's said Attorney shall be as final and binding upon QUIKTRIP's interest in the transfer as if performed by QUIKTRIP.

This Special Power of Attorney may be revoked by QUIKTRIP in whole or in part at any time by delivering or causing to be delivered to my said Attorney written notice of such revocation, provided, however, that no such revocation shall vitiate, invalidate, or impair any action taken prior to receipt of such written notice. Unless sooner terminated, this Power of Attorney shall remain in full force and effect for one year from the date of execution below.

Any and every person or entity dealing with or accepting and relying on instruments executed or any act taken by QUIKTRIP's Attorney under the provisions of this Power of Attorney prior to actual receipt of any written notice from QUIKTRIP that the powers conferred herein or any of them have been revoked, amended or restricted, shall be fully protected against any claims or contention by QUIKTRIP, its successors, or assigns with respect to their right to rely upon the existence and continuing effect of this Power of Attorney and all provisions herein regardless of any lapse of time from and after the date of execution hereof. A copy of this Limited Power of Attorney shall be as valid and enforceable as the original.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10 day of May, 2023.

QUIKTRIP CORPORATION

Stuart Sullivan

By: Stuart Sullivan

As Its: VP/CFO

STATE OF Oklahoma
COUNTY OF Tulsa

I, Tyler Wayman, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stuart Sullivan, whose name as VP/CFO of QUIKTRIP CORPORATION, an Oklahoma corporation, is signed to the foregoing assignment and who is known to me, acknowledged before me on this day, that being informed of the contents of said assignment, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official notarial seal this the 10 day of May, 2023.

TYLER WAYMAN NOTARY # 23001220 EXP. 01/27/27 PUBLIC STATE OF OKLAHOMA

Notary Public
My Commission Expires: 01/27/2027

STATE OF ALABAMA

FOREIGN BUSINESS CORPORATION
APPLICATION FOR REGISTRATION

Alabama
Sec. Of State

588-205 F/C
Date 09/26/2019
Time 09:27:00
File $150.00
Exp $100.00
Total $250.00

1. NAME OF THE FOREIGN ENTITY AS RECORDED IN THE JURISDICTION IN WHICH IT WAS FORMED/ORGANIZED

QuikTrip Corporation

2. NAME OF THE FOREIGN ENTITY FOR USE IN ALABAMA ONLY IF DIFFERENT FROM LEGAL NAME*

*A FICTITIOUS NAME MAY BE USED ONLY IF THE LEGAL NAME IS NOT AVAILABLE FOR USE IN ALABAMA OR THE NAME DOES NOT CONTAIN THE WORDS "CORPORATION" OR "INCORPORATED" OR THE ABBREVIATION "CORP." OR "INC." (10A-1-7.07)

3. IF A FICTITIOUS NAME IS USED THE UNDERSIGNED CERTIFIES THE RESOLUTION OF THE CORPORATION'S GOVERNING AUTHORITY TO ADOPT THE FICTITIOUS NAME FOR USE IN ALABAMA AND AFFIRMS THE AUTHORITY TO MAKE SUCH A CERTIFICATION UNDER 10A-1-7.07

4. A COPY OF THE NAME RESERVATION ALREADY SUBMITTED TO THE SECRETARY OF STATE IS ATTACHED AT THE END OF THIS DOCUMENT

5. ENTITY'S JURISDICTION OF FORMATION

Oklahoma

6. DATE OF ENTITY'S FORMATION IN THE STATE/COUNTRY OF JURISDICTION

05/19/1958

7. THE UNDERSIGNED CERTIFIES THAT THE FOREIGN ENTITY EXISTS AS A VALID CORPORATION UNDER THE LAWS OF THE ENTITY'S JURISDICTION OF FORMATION.

8. THE FOREIGN ENTITY WILL BEGIN OR BEGAN TRANSACTING BUSINESS IN ALABAMA

09/27/2019

9. ADDRESS OF PRINCIPAL OFFICE

4705 S. 129th E. Ave.
Tulsa, OK 74134-7008

MAILING ADDRESS

4705 S. 129th E. Ave.
Tulsa, OK 74134-7008

10. NAME AND ADDRESS OF REGISTERED AGENT FOR SERVICE OF PROCESS

C T Corporation System
2 N. Jackson St., Suite 605
Montgomery, AL 36104

09/26/2019 — DATE

Jimmy W. Brown Assistant Secretary — ELECTRONIC SIGNATURE & TITLE

In order to review the sections of the Code of Alabama 1975 referred to in the filing form you may access www.sos.alabama.gov/GovtRecords and click the "Code of Alabama" link to review.

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

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

QuikTrip Corporation

This name reservation is for the exclusive use of QuikTrip Corporation, 4705 S. 129th E. Ave., Tulsa, OK 74134-7008 for a period of one year beginning September 26, 2019 and expiring September 26, 2020

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

September 26, 2019

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES856132

STATE OF OKLAHOMA

DEPARTMENT OF STATE

CERTIFICATE OF INCORPORATION

To All To Whom These Presents Shall Come, Greeting:

Whereas, *Articles of Incorporation duly signed and verified of*

QUIK-TRIP CORPORATION

have been filed in the office of the Secretary of State on the 19th *day of* May *A.D., 19* 58, *as provided by "The Laws of the State of Oklahoma."*

Now Therefore, *I, Andy Anderson, Secretary of State of the State of Oklahoma by virtue of the powers vested in me by law, do hereby issue this Certificate of Incorporation.*

In Testimony Whereof, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.

Done at the City of Oklahoma City, this 19th *day of* May *A.D., 19* 58

ASSISTANT SECRETARY OF STATE

SECRETARY OF STATE

FILED

AUG 15 2002

OKLAHOMA SECRETARY OF STATE

CHANGE OF ADDRESS OF REGISTERED OFFICE

TO THE OKLAHOMA SECRETARY OF STATE, 2300 N. Lincoln Blvd., Room 101, State Capitol Building, Oklahoma City, Oklahoma 73105-4897

The undersigned, for the purpose of changing the name of the corporation's registered agent or address of the registered office, or both, in Oklahoma, as provided by Section 1023/1026 of the Oklahoma General Corporation Act, hereby certifies:

1. The name of the corporation is: **QuikTrip Corporation**
2. Change of Address of the Registered Office
   a. the address at which the registered office has been maintained:
      901 North Mingo
      Tulsa, Tulsa County, Oklahoma 74116
   b. The new address to which the registered office will be changed as of this date is:
      4705 S. 129th E. Ave.
      Tulsa, Tulsa County, Oklahoma 74134-7008
3. The Name of Registered Agent is: **Stuart C. Sullivan**

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its President or Vice President and attested to by its Secretary or Assistant Secretary this 15th day of August, 2002.

Terry L. Carter, Senior Vice President

ATTEST:

Stuart C. Sullivan
Assistant Secretary

To improve, manage, develop, sell, assign, transfer, lease, mortgage, pledge, or otherwise dispose of or turn to account or deal with all or any part of the property of the corporation and from time to time to vary any investment or employment of capital of the corporation.

To borrow money, and to make and issue notes, bonds, debentures, obligat: and evidences of indebtedness of all kinds, whether secured by mortgage, pledge or o: wise, without limit as to amount, and to secure the same by mortgage, pledge or othe: wise; and generally to make and perform agreements and contracts of every kind and description.

To the same extent as natural persons might or could do, to purchase or otherwise acquire, and to hold, own, maintain, work, develop, sell, lease, exchange, hire, convey, mortgage or otherwise dispose of and deal in, lands and leaseholds, and any interest, estate and rights in real property, and any personal or mixed property, and any franchises, rights, licenses or privileges necessary, convenient or appropriate for any of the purposes herein expressed.

To apply for, obtain, register, purchase, lease or otherwise to acquire and to hold, own, use, develop, operate and introduce, and to sell, assign, grant licenses or territorial rights in respect to, or otherwise to turn to account or dispose of, any copyrights, trade marks, trade names, brands, labels, patent rights, letters patent of the United States or of any other country or government, inventions improvements and processes, whether used in connection with or secured under letters patent or otherwise.

To do all and everything necessary, suitable and proper for the accompli: ment of any of the purposes or the attainment of any of the objects or the furtheran: of any of the powers hereinbefore set forth, either alone or in association with oth: corporations, firms or individuals, and to do every other act or acts, thing or thin: incidental or appurtenant to or growing out of or connected with the aforesaid basi: or powers or any part or parts thereof, provided the same be not inconsistent with t: laws under which this corporation is organized.

To acquire by purchase, subscription or otherwise, and to hold for inves: ment or otherwise and to use, sell, assign, transfer, mortgage, pledge or otherwise deal with or dispose of stocks, bonds or any other obligations or securities of any corporation or corporations; to merge or consolidate with any corporation in such ma: as may be permitted by law; to aid in any manner any corporation whose stocks, bonds other obligations are held or in any manner guaranteed by this corporation, or in wh: this corporation is in any way interested; and to do any other acts or things for th: preservation, protection, improvement or enhancement of the value of any such stock, bonds or other obligations to exercise all the rights, powers and privileges of owne: thereof, and to exercise any and all voting powers thereon; to guarantee the payment dividends upon any stock, or the principal or interest or both, of any bonds or othe: obligations, and the performance of any contracts.

The business or purpose of the corporation is from time to time to do an: one or more of the acts and things hereinabove set forth, and it shall have power to conduct and carry on its said business, or any part thereof, and to have one or more offices, and to exercise any or all of its corporate powers and rights, in the State of Oklahoma, and in the various other states, territories, colonies and dependencies the United States, in the District of Columbia, and in all or any foreign countries.

The enumeration herein of the objects and purposes of this corporation s be construed as powers as well as objects and purposes and shall not be deemed to ex by inference any powers, objects or purposes which this corporation is empowered to exercise, whether expressly by force of the laws of the State of Oklahoma now or her after in effect or impliedly by the reasonable construction of the said laws.

ARTICLES OF INCORPORATION

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

TO ANDY ANDERSON, SECRETARY OF STATE OF THE STATE OF OKLAHOMA:

We, the undersigned Incorporators,

J. B. Bailey	602 National Bank of Tulsa Building	Tulsa, Oklahoma
T. W. Brown	602 National Bank of Tulsa Building	Tulsa, Oklahoma
A. J. Lanford	602 National Bank of Tulsa Building	Tulsa, Oklahoma

being persons legally competent to enter into contracts, for the purpose of forming a corporation under "The Business Corporation Act" of the State of Oklahoma, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of this Corporation is: QUIK-TRIP CORPORATION.

ARTICLE TWO

The address of its registered office in the State of Oklahoma is 602 National Bank of Tulsa Building in the City of Tulsa, County of Tulsa, and the name of its registered agent is J. B. Bailey, his address is 602 National Bank of Tulsa Building, Tulsa, Oklahoma.

ARTICLE THREE

The duration of the corporation is: 50 years.

ARTICLE FOUR

The purposes for which this corporation is formed are:

To buy, or otherwise acquire, and sell, or otherwise dispose of, food stu of every kind and character, and all and everything which now or may hereafter consti stock in trade of grocery, food and meat stores.

To act as broker or factor, wholesaler or retailer, in the purchase and s of goods, wares and merchandise, food stuffs and supplies, and household equipment an supplies, of every kind or character.

To maintain and operate plants, stores, warehouses, and places of busines for the uses and purposes of this corporation, and to purchase, take or lease, or otherwise acquire, to improve or develop and to exchange, rent, or otherwise dispose real estate necessary for the purpose of carrying on business of the corporation.

To do any or all of the things herein set forth as principal, agent, contractor, trustee or otherwise, alone or in company with others.

To manufacture, buy, sell, deal in, and to engage in, conduct and carry o the business of manufacturing, buying, selling and dealing in goods, wares and merchan dise of every class and description necessary or useful for the operations of this corporation.

ARTICLE FIVE

The aggregate number of shares which the corporation shall have authority to allot is 25,000, divided into one class. The designation of each class, the number of shares of each class, and the par value of the shares of each class are, as follows:

CLASS A	SERIES 1	NUMBER OF SHARES 25,000 COMMON	PAR VALUE $1.00
		TOTAL	$25,000.00

ARTICLE SIX

The amount of stated capital with which it will begin business is $500.00 which has been fully paid in.

ARTICLE SEVEN

The number and class of shares to be allotted by the corporation before it shall begin business and the consideration to be received by the corporation therefor are:

CLASS OF SHARES	NUMBER OF SHARES	CONSIDERATION TO BE RECEIVED THEREFOR
Common	500	$500.00

ARTICLE EIGHT

The number of directors to be elected at the first meeting of the shareholders is three.

J. B. Bailey

T. W. Brown

A. S. Lanford

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, a Notary Public in and for said County and State, on this 1st day of May, 1950, personally appeared J. B. BAILEY, T. W. BROWN and A. S. LANFORD to me known to be the identical persons who executed the foregoing Articles of Incorporation and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Notary Public

My Commission Expires:
March 17 1952
(SEAL)

OFFICE OF THE SECRETARY OF STATE

AMENDED
CERTIFICATE OF INCORPORATION

WHEREAS, the Amended Certificate of Incorporation of

QUIKTRIP CORPORATION

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.

Filed in the City of Oklahoma City this 18TH
day of DECEMBER, 1995.

Sam Cole
Secretary of State

By: Sharon Hendrix

FILED

DEC 18 1995

OKLA. SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
to the
CERTIFICATE OF INCORPORATION
of
QUIKTRIP CORPORATION

Pursuant to 18 O.S., § 1077, of the Oklahoma General Corporation Act, the undersigned adopts the following Certificate of Amendment to its Certificate of Incorporation, which Certificate of Incorporation was filed with the Oklahoma Secretary of State on May 19, 1958.

1. ARTICLE FIVE of the Certificate of Incorporation is hereby amended to read as follows:

"ARTICLE FIVE

The total number of shares of all classes of stock which the Corporation shall have authority to issue is 11,000,000 shares of Common Stock, par value $1.00 per share (herein called the "Common Stock"). The 11,000,000 shares of Common Stock shall be divided into two (2) distinct classes of which (i) 10,000,000 shares of Common Stock will be classified as a Class of Common Stock referred to as the "Class A Common Stock" and (ii) 1,000,000 shares will be classified as a Class of Common Stock referred to as the "Class B Non-Voting Common Stock." All cross-references in each Part of this ARTICLE FIVE refer to other paragraphs in such ARTICLE FIVE unless otherwise indicated.

All shares of Class A Common Stock and Class B Non-Voting Common Stock shall be identical and shall entitle the holders thereof to the same rights and privileges, except as provided in this ARTICLE FIVE of this Certificate of Incorporation.

1. Dividends. When and as dividends are declared, whether payable in cash, in property or in securities of the Corporation, the holders of the Class A Common Stock and Class B Non-Voting Common Stock shall be entitled to share equally, on a share for share basis, in such dividends.

2. Liquidation. The holders of the Class A Common Stock and Class B Non-Voting Common Stock shall be entitled to share equally on a share for share basis in any liquidation of the Corporation.

3. Voting Rights of Class A Common Stock. Except as otherwise provided by law and this Certificate of Incorporation, the holders of Class A Common Stock shall have one (1) vote per share with respect to any matter to be voted on by the stockholders of the Corporation.

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4. Voting Rights of Class B Non-Voting Common Stock. Except as otherwise provided by law and this Certificate of Incorporation, the holders of Class B Non-voting Common Stock shall have no voting right whatsoever to vote on any matter to be voted on by the stockholders of the Corporation (including, but not limited to, increase or decrease of the total authorized shares of any class of the Corporation's capital stock and any election or removal of the Directors of the Corporation); provided that paragraphs 1, 2, 4 and 5 of tnis ARTICLE FIVE may not be otherwise amended or modified in a manner that would adversely affect the holders of Class B Non-Voting Common Stock without the consent of the holders of at least a majority of the outstanding shares of Class B Non-Voting Common Stock.

5. Restrictions of Ownership of Class B Non-Voting Common Stock. Shares of the Corporation's Class B Non-Voting Common Stock shall always be subject to the terms and conditions of the Corporation's Class B Non-Voting Common Stock Purchase Plan, as amended from time to time by the Board of Directors (the "Plan") which shall include, but not be limited to:

Class B Non-Voting Common Stock may only be originally issued to employees of the Corporation and its subsidiaries or to the Trustee(s) of the QuikTrip Corporation Profit Sharing Plan and Trust and any included or separate plan qualified under Section 401(k) of the Internal Revenue Code;

Class B Non-Voting Common Stock shall always be subject to a repurchase option in favor of the Corporation at the "Book Value" as defined in the Plan, triggered by events as specified in the Plan; and

(iii) Class B Non-Voting Common Stock may not be pledged or encumbered without the consent of the Corporation.

6. Quorum. At any meeting of the shareholders of the Corporation, the presence in person or by proxy of a majority in number of the voting rights of the issued and outstanding shares of Common Stock eligible to vote on any matter to be presented at the meeting shall constitute a quorum.

7. Amendment. No amendment to this ARTICLE FIVE of this Certificate of Incorporation may be made without the consent of the holder(s) of at least a majority of

the outstanding voting power of the Class A Common Stock."

2. The shareholders holding all the issued and outstanding shares of the common stock of the Corporation were entitled to vote on the foregoing Amendment to the Certificate of Incorporation. The foregoing amendment was adopted by the shareholders on December 4, 1995.

3. The foregoing amendment shall become effective upon filing of this Certificate of Amendment. Except for the aforesaid amendment, the Certificate of Incorporation shall remain as heretofore in force and effect.

IN WITNESS WHEREOF, this Certificate of Amendment has been executed as of December 4, 1995.

ATTEST:

Terry L. Carter, Secretary

QUIKTRIP CORPORATION

By: Chester Cadieux, President

[Corporate Seal]

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

RESTATED
CERTIFICATE OF INCORPORATION

WHEREAS, the Restated Certificate of Incorporation of

QUIKTRIP CORPORATION

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.

Filed in the city of Oklahoma City this
17th day of November, 2017.

Secretary of State

FILED - Oklahoma Secretary of State #1900298542 11/17/2017

11/17/2017 02:47 PM
OKLAHOMA SECRETARY OF STATE
SOS
35308980002

ENDED AND RESTATED CERTIFICATE OF INCORPORATION OF QUIKTRIP CORPORATION

cretary of State
)ln Blvd., Room 101
Building
y, Oklahoma 73105-4897
i0

The undersigned Corporation, organized and existing under and by virtue of the Oklahoma General Corporation Act, by the filing of its Certificate of Incorporation on May 19, 1958, and Amended and Restated Certificate of Incorporation on July 29, 2005, for the purpose of adopting a Second Amended and Restated Certificate of Incorporation, does hereby submit:

ARTICLE ONE

The name of this Corporation is: QUIKTRIP CORPORATION

ARTICLE TWO

The address of its registered office in Oklahoma is 4705 S. 129th East Avenue, Tulsa County, Oklahoma 74134-7008, and the name of its registered agent at such address is Marshall J. Wells.

ARTICLE THREE

The duration of the Corporation is perpetual.

ARTICLE FOUR

The purposes for which this Corporation is formed are:

1. To buy, or otherwise acquire, and sell, or otherwise dispose of, food stuffs, petroleum products, energy sources of every kind and character, and all and everything which now or may hereafter constitute stock in trade of grocery, food and meat stores, and gasoline and energy stations.

2. To act as broker or factor, wholesaler or retailer, in the purchase and sale of goods, wares and merchandise, food stuffs and supplies, household equipment and supplies, and petroleum and energy supplies of every kind or character.

3. To maintain and operate plants, stores, warehouses, and places of business for the uses and purposes of this Corporation, and to purchase, take or lease, or otherwise acquire, any

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improve or develop and to exchange, rent, or otherwise dispose of real estate necessary for the purpose of carrying on business of the Corporation.

4. To do any or all of the things herein set forth as principal, agent, contractor, trustee or otherwise, alone or in company with others.

5. To manufacture, buy, sell, deal in, and to engage in, conduct and carry on the business of manufacturing, buying, selling and dealing in goods, wares, energy sources and merchandise of every class and description necessary or useful for the operations of this Corporation.

6. To improve, manage, develop, sell, assign, transfer, lease, mortgage, pledge, or otherwise dispose of or turn to account or deal with all or any part of the property of the Corporation and from time to time to vary any investment or employment of capital of the Corporation.

7. To borrow money, and to make and issue notes, bonds, debentures, obligations and evidences of indebtedness of all kinds, whether secured by mortgage, pledge or otherwise, without limit as to amount, and to secure the same by mortgage, pledge or otherwise; and generally to make and perform agreements and contracts of every kind and description.

8. To the same extent as natural persons might or could do, to purchase or otherwise acquire, and to hold, own, maintain, work, develop, sell, lease, exchange, hire, convey, mortgage or otherwise dispose of and deal in lands and leaseholds, and any interest, estate and rights in real property, and any personal or mixed property, and any franchises, rights, licenses or privileges necessary, convenient or appropriate for any of the purposes herein expressed.

9. To apply for, obtain, register, purchase, lease or otherwise to acquire and to hold, own, use, develop, operate and introduce, and to sell, assign, grant licenses or territorial rights in respect to, or otherwise to turn to account or dispose of, any copyrights, trademarks, trade names, brands, labels, patent rights, letters patent of the United States or of any other country or government, inventions, improvements and processes, whether used in connection with or secured under letters patent or otherwise.

10. To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporations, firms or individuals, and to do every other act or acts, thing or things incidental or appurtenant to or growing out of or connected with the aforesaid business or powers or any part or parts thereof, provided the same be not inconsistent with the laws under which this Corporation is organized.

11. To acquire by purchase, subscription or otherwise, and to hold for investment or otherwise and to use, sell, assign, transfer, mortgage, pledge or otherwise deal with or dispose of commodities and commodities options, future or other interests therein, stocks, bonds or any other obligations or securities of any corporation or corporations; to merge or consolidate with any corporation in such manner as may be permitted by law; to aid in any manner any

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corporation whose stocks, bonds or other obligations are held or in any manner guaranteed by this Corporation, or in which this Corporation is in any way interested; and to do any other acts or things for the preservation, protection, improvement or enhancement of the value of any such commodity or commodity interest, stock, bond or other obligation to exercise all the rights, powers and privileges of ownership thereof, and to exercise any and all voting powers thereon; to guarantee the payment of dividends upon any stock, or the principal or interest or both, of any bonds or other obligations, and the performance of any contracts.

12. The business or purpose of the Corporation is from time to time to do any one or more of the acts and things hereinabove set forth, and it shall also have power to conduct and carry on any other lawful business, or any part thereof, and to have one or more offices, and to exercise any or all of its corporate powers and rights, in the State of Oklahoma, and in the various other states, territories, colonies and dependencies of the United States, in the District of Columbia and in all or any foreign countries.

13. The enumeration herein of the objects and purposes of this Corporation shall be construed as powers as well as objects and purposes and shall not be deemed to exclude by inference any powers, objects or purposes which this Corporation is empowered to exercise, whether expressly by force of the laws of the State of Oklahoma now or hereafter in effect or implied by the reasonable construction of the said laws.

ARTICLE FIVE

The total number of shares of all classes of stock which the Corporation shall have authority to issue is 11,000,000 shares of Common Stock, par value $1.00 per share (herein called the "Common Stock"). The 11,000,000 shares of Common Stock shall be divided into two (2) distinct classes of which (i) 5,000,000 shares of Common Stock will be classified as a Class of Common Stock referred to as the "Class A Convertible Common Stock," and (ii) 6,000,000 shares will be classified as a Class of Common Stock referred to as the "Class E Common Stock." All cross-references in each Part of this ARTICLE FIVE refer to other paragraphs in such ARTICLE FIVE unless otherwise indicated.

All shares of Class A Convertible Common Stock and Class E Common Stock shall be identical and shall entitle the holders thereof to the same rights and privileges, except as provided in this ARTICLE FIVE of this Certificate of Incorporation.

1. Dividends. When and as dividends are declared, whether payable in cash, in property or in securities of the Corporation, the holders of the Class A Convertible Common Stock and the Class E Common Stock shall be entitled to share equally, on a share for share basis, in such dividends.

2. Liquidation. The holders of the Class A Convertible Common Stock and Class E Common Stock shall be entitled to share equally, on a share for share basis, in any liquidation of the Corporation.

3. Conversion of Class A Convertible Common Stock. Each share of Class A Convertible Common Stock held and/or acquired by the Trustee(s) of the Corporation's Employee Stock Ownership Plan, whether such plan is designated as such or by another name, (the "ESOP"), as may be amended, shall be automatically converted into an equal number of shares of Class E Common Stock, on a share for share basis. Each conversion of shares of Class A Convertible Common Stock into shares of Class E Common Stock shall be effected by the surrender of the certificates evidencing the shares of Class A Convertible Common Stock to be converted to the Secretary of the Corporation at the principal office of the Corporation, during normal business hours. Such conversion shall be deemed to be effective at the confirmation of any acquisition of such Class A Convertible Common Stock by the ESOP; provided, however, that for voting and dividend purposes, such conversion shall be effective only upon presentation to the Corporation of the necessary transferred documents, and the actual transfer of such shares upon the stock transfer books of the Corporation. The shares of Class A Convertible Common Stock which are so converted shall not be reissued by the Corporation unless the Class E Common Stock into which they were converted is reacquired by the Corporation, in which event such shares may be reissued by the Corporation as Class A Convertible Common Stock or Class E Common Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class E Common Stock, solely for the purpose of effecting the foregoing conversion, the number of shares of Class E Common Stock which shall be issuable upon conversion of the Class A Convertible Common Stock.

4. Voting Rights of Class A Convertible Common Stock. Except as otherwise provided by law and this Certificate of Incorporation, the holders of Class A Convertible Common Stock shall have one (1) vote per share with respect to any matter to be voted on by the stockholders of the Corporation, which for purposes of calculating votes shall be considered and counted as part of a single class comprised of all outstanding Class A Convertible Common Stock and Class E Common Stock.

5. Voting Rights of Class E Common Stock. Except as otherwise provided by law and this Certificate of Incorporation, the holders of Class E Common Stock shall have one and one one-hundredth (1.01) votes per share with respect to any matter to be voted on by the stockholders of the Corporation, which for purposes of calculating votes shall be considered and counted as part of a single class comprised of all outstanding Class A Convertible Common Stock and Class E Common Stock.

6. Restrictions on Ownership of Class E Common Stock. Shares of the Corporation's Class E Common Stock may only be held by the ESOP and, for the limited purpose of distribution and immediate sale back to the Corporation or ESOP, by a departing participant or an employee of the Corporation and its subsidiaries; provided, however, the Corporation's Class E Common Stock may be repurchased by the Corporation, held as treasury shares or retired upon repurchase. Any shares of Class E Common Stock reacquired by the Corporation may be reissued by the Corporation as Class A Convertible Common Stock or Class E Common Stock.

7. Acquisition of Common Stock by the Corporation. The Corporation shall have the right to purchase, take, receive, or otherwise acquire its own Common Stock to the extent and in any manner allowed under applicable law.

8. Restrictions on Transfer of Class A Convertible Common Stock.

(i) Corporation's Right of First Purchase. All Shares of the Corporation's Class A Convertible Common Stock shall be subject to the Corporation's right of first purchase. By virtue of that right, no holder of shares of the Corporation's Class A Convertible Common Stock may sell, assign, transfer or otherwise take any action which would result in a transfer of any Class A Convertible Common Stock upon the Corporation's stock record books unless and until the expiration of thirty (30) days after the Corporation has received written notice which correctly identifies the prospective transferee or transferees, if any, the proposed method of transfer and which offers the Corporation an opportunity to purchase all of the holder's Class A Convertible Common Stock proposed to be transferred as set forth in the notice at its "Fair Market Price" in effect on the date of the notice (being defined as a price which shall be equal to the then most recently determined per share value of the Class E Common Stock, as established by the Trustee of the ESOP based upon an appraisal process performed by an independent financial appraisal firm engaged by the Trustee of the ESOP; with the Fair Market Price being established when the value of the Class E Common Stock is presented to the Directors of the Corporation at each quarterly meeting of the Directors) in cash, and such offer was not accepted within thirty (30) days of the Corporation's receipt of such notice. The Fair Market Price for any given day will be deemed to be the Fair Market Price that is in effect as of the close of business of such day. Any proposed or attempted transfer of Class A Convertible Common Stock as a result of or upon the death of a holder of Class A Convertible Common Stock shall entitle the Corporation to the right to purchase all or any portion of such holder's Class A Convertible Common Stock at its Fair Market Price within thirty (30) days after the Corporation's receipt of written notice of the proposed or attempted transfer as a result of such death. The Corporation may assign all or any portion of its right of first purchase set forth herein to any one or more of its stockholders, or to any employee benefit plan sponsored by the Corporation, who may then exercise the right so assigned. In the event and to the extent the Corporation does not exercise its right of first purchase as set forth herein by either notifying the holder in writing of its election not to exercise its right of first purchase or by lapse of time, for a period of thirty (30) days thereafter that portion of the holder's shares so offered to the Corporation and not acquired by the Corporation or its assignee may be transferred in the manner and to, and only to, the prospective transferee as set forth in the notice.

(ii) Corporation's Right of First Refusal. If at any time a holder of Class A Convertible Common Stock desires to sell any of such shares, and has first provided the Corporation its right of first purchase as set forth in subparagraph (i) above, and such shares were not purchased by the Corporation or its assignee, the holder may offer to sell those shares to a third party for a period of sixty (60) days following the failure of the Corporation to exercise its right of first purchase as set forth in subparagraph (i) above, subject to the following right of first refusal by the Corporation. Such holder shall first give notice to the Secretary of the Corporation containing the following:

(a) A statement signed by such holder notifying the Corporation that such holder desires to sell shares of Class A Convertible Common Stock and has received a bona fide offer to purchase such shares;

(b) A statement signed by the intended purchaser containing:

1. the intended purchaser's full name, address and taxpayer identification number;

2. the number of shares to be purchased;

3. the price per share to be paid;

4. other terms under which the purchase is intended to be made; and

5. a representation that the offer, under the terms specified, is bona fide; and

(c) If the purchase price is payable in cash, in whole or in part, a copy of a certified check, cashier's check, or money order payable to such holder from the purchaser in the aggregate amount of the purchase price which is to be paid in cash.

(d) The Corporation shall thereupon have an option exercisable within fourteen (14) days of receipt of such notice by the Secretary to purchase all, but not less than all, of the shares specified in the notice at the offer price set forth in the notice, accompanied by payment of the purchase price; provided, however, that if the offer price is payable, in whole or in part, other than in cash, the Corporation shall pay the value of any non-cash consideration as mutually agreed upon between the holder and the Corporation that is equivalent to the offer price set forth in the notice. Such option shall be exercised by the Corporation by mailing written notice to such holder at his address of record on the Corporation's stock record books. In the event the Corporation does not exercise such option, such holder may sell the shares specified in the notice within thirty (30) days thereafter at the price and upon the terms and conditions set forth therein. The holder may not sell such shares to any other person, or at any different price, or on any different terms without first re-offering such shares to the Corporation pursuant to all terms and conditions of this ARTICLE FIVE. All shares sold pursuant to this subparagraph (ii) shall continue to be subject to the restrictions contained herein, and any further transfers of the shares can be made only in accordance with this ARTICLE FIVE. The Corporation may designate one or more assignees to purchase any shares of Class A Convertible Common Stock which it has the right to purchase pursuant to this subparagraph (ii), in lieu of the Corporation purchasing such shares.

(iii) **Other Transfers.** Except for transfers of Class A Convertible Common Stock specifically provided for in subparagraphs (i) and (ii) of this Section 8, no holder of shares of Class A Convertible Common Stock may sell, assign, transfer or otherwise take any action which would result in a transfer of any Class A Convertible Common Stock upon the Corporation's stock record books without the prior written approval of the Corporation, and any attempt to so sell, assign, transfer or otherwise take any action which would result in a transfer of

any Class A Convertible Common Stock upon the Corporation's stock record books without such prior approval shall be null and void. All shares of Class A Convertible Common Stock transferred with the Corporation's prior written approval pursuant to this subparagraph (iii) or pursuant to the provisions of subparagraphs (i) and (ii) of this Section 8 shall at all times and for all purposes continue to be subject to all terms and conditions of this ARTICLE FIVE, and further transfers of the shares can be made only in accordance with this ARTICLE FIVE.

9. Quorum. At any meeting of the shareholders of the Corporation, the presence in person or by proxy of a majority in number of the voting rights of the issued and outstanding shares of Common Stock eligible to vote on any matter to be presented at the meeting shall constitute a quorum.

10. Amendment. No amendment to this ARTICLE FIVE of this Certificate of Incorporation may be made without the consent of the holder(s) of at least a majority of the outstanding voting power of the Class A Convertible Common Stock and Class E Common Stock voting together as a single class.

ARTICLE SIX

1. The Board of Directors is expressly authorized to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation, by reason of the fact that such person is or was a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses including attorneys' fees, judgments, fines and amounts paid in settlement to the extent and in the manner permitted by the laws of the State of Oklahoma.

2. No member of the Board of Directors shall have any personal liability to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a Director, unless and except:

(i) for any breach of the Director's duty of loyalty to the Corporation or its shareholders; or

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or

(iii) under Section 1053 of the Oklahoma General Corporation Act; or

(iv) for any transaction from which the Director derived an improper personal benefit; or

(v) for any act or omission occurring prior to the date when such provision becomes effective.

ARTICLE SEVEN

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by law, and all rights conferred upon the shareholders herein are granted subject to this reservation.

ARTICLE EIGHT

In furtherance of and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to adopt, amend, repeal or otherwise alter the By-Laws of the Corporation without any action on the part of the stockholders; provided, however, that the grant of such power to the Board of Directors shall not divest the stockholders of, nor limit their power to adopt, amend, repeal or otherwise alter the By-Laws.

ARTICLE NINE

To the extent permitted by law, no contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the Directors or officers are present at or participate in the meeting of the board or committee thereof which authorizes the contract or transaction, or solely because the Directors or officers or their vote are counted for such purpose.

ARTICLE TEN

The number of Directors to be elected shall be no less than nine, nor more than thirteen. The number shall be determined by the Board of Directors as it sees fit from time to time.

Such Second Amended and Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Title 18, Section 1080, after being proposed by the governing body of the Corporation and approved by the shareholders of the Corporation in the manner and by the vote prescribed in Title 18, Section 1077, and restates, integrates and further amends the Certificate of Incorporation.

DATED at Tulsa, Oklahoma on this, the 20th day of July 2016.

QUIKTRIP CORPORATION

By: _____
Chester E. Cadieux III
President/CEO

ATTEST:

_____
Marshall J. Wells, Secretary

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
QuikTrip Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4705 S. 129th E. Ave.

Requester's name and address (optional)

6 City, state, and ZIP code
Tulsa, OK 74134

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 73 - 0675375

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1-6-22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

QUIKTRIP CORPORATION

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011182763	01/1/2024	12/31/2024

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

NON-TRANSFERABLE

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Calaway

Deputy Commissioner

NAICS CODE: 457110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

1035 W SOUTH BLVD MONTGOMERY AL 36105-3022
1403 INDUSTRIAL PKWY SARALAND AL 36571-3901
2220 HIGHWAY 84 CALERA AL 35040-5382
3001 GATEWAY DR OPELIKA AL 36804-7493
4001 BUTTERMILK RD COTTONDALE AL 35453-4308
5575 HIGHWAY 90 THEODORE AL 36582-1655
685 MINERAL SPRINGS RD PELL CITY AL 35125-3498
PO BOX 3475 TULSA OK 74101-3475

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner. or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY
REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by **QuikTrip Corporation**

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 15th day of January 20 24

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Shauna B Mosley	Shauna B Mosley	5/20/24

Notary Stamp

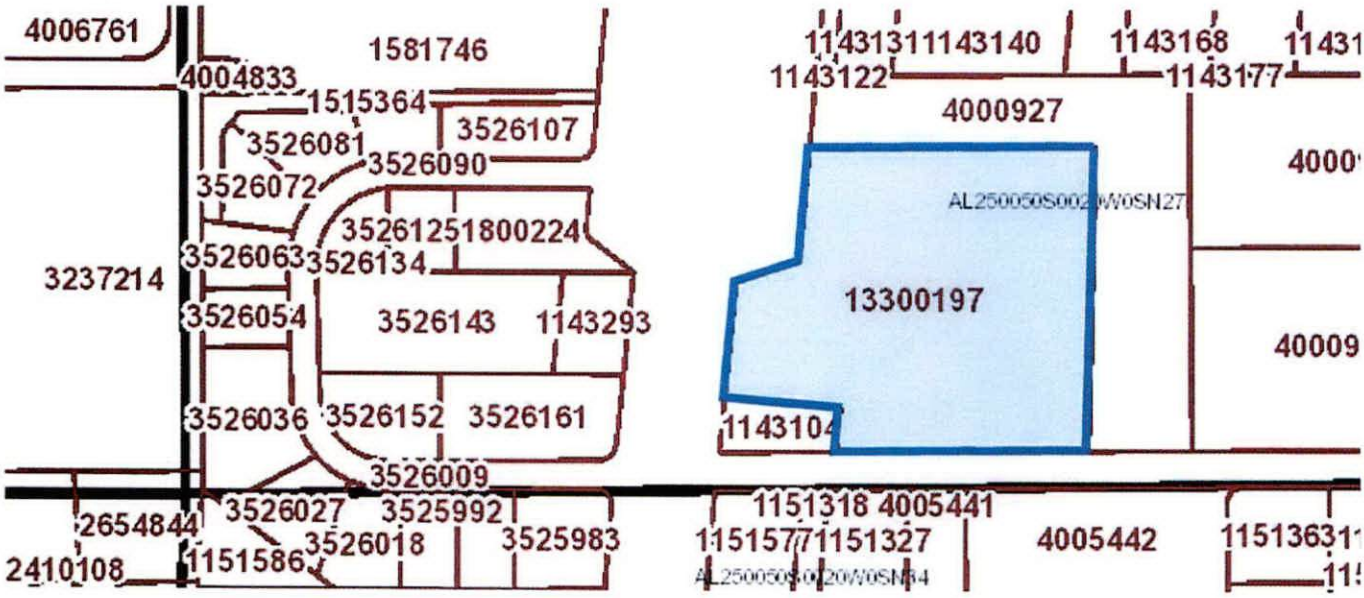
SHAUNA B. MOSLEY NOTARY PUBLIC ALABAMA STATE AT LARGE

Owner of Property (Print Name)	Applicant Name (Print Name)
QuikTrip Corporation	Jon Archer
Owner of Property (Signature)	Applicant Name (Signature)
Jon Archer attorney in fact	Jon Archer attorney in fact for QuikTrip Corporation
Street Address	Street Address
Po Box 3475	5575 US Hwy 90
City, State, Zip	City, State, Zip
Tulsa OK 74101	Theodore Al 36582
Date Agreement Signed	Date Agreement Signed

Mobile County Property Search

Key Number: 13300197 For Year 2023

Map



Property Details

Account	
Key Number:	13300197
Legal Description:	LOT 4-A PLAT NO. 2 HIGHWAY 90-INTERSTATE 10 BUSINESS PARK SUB INSTRUMENT NUMBER 2022043341
Parcel Number:	3308273000003005
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	QUIKTRIP CORPORATION
Mailing Address:	ATTN: TAX DEPARTMENT PO BOX 3475 TULSA , OK 74101-3475
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Information for address:
5575 USHY 90 W

- **Parcel Information:**

Key / ID:
13300197 / R023308273000003.005
Owner:
Quiktrip Corporation
Attn: Tax Department
Po Box 3475

Tulsa, Ok 74101

Subdivision:
Plat No. 2 Highway 90-interstate 10 Business Park Sub

- **Jurisdiction:**

City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**

4

- **Township/Range/Section:**

5s2w27

- **Tract Census 2010:**

007000

- **Zipcode:**

Theodore

- **Historic District:**

N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**

X: 1757474.127
Y: 209766.143

- **Zoning:**

Check zoning on Planning & Zoning

Services:

- **Fire District:**

Fire Station 7 Seelhorst

- **Garbage Pickup Day:**

Friday-West - Route Theo

- **Police Precinct / Beat:**

Precinct - 2 / Beat - 24a

- **Trash Pickup Day/ Unit:**

Wednesday South - biweekly / Td-9

- **Community Action Group:**

N/A

Political:

- **City Council District:**

4 - Ben Reynolds

- **County Commissioner District:** 3
- **State House District:** 104
- **State Senate District:** 35

School:

- **Elementary School District:**

Burroughs

- **High School District:**

Theodore

- **Middle School District:**

Hankins

- **School Board District:** 2

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**

Zone 1

- **Flood Zone:**

Check flood zone on City Map

- **Storm Surge Category:** N/A

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

GTC 20-218

Inst. # 2021025373 Pages: 1 of 11 Doc: D
I certify this instrument filed on 4/22/2021 11:43 AM
Don Davis. Judge of Probate
Mobile County, AL. Rec: $40.50
DeedTx: $560.00
MinTx $0.00 Clerk: JHANCOCK

5575 US HWY 90, Theodore, AL
[GTC #20-2018]

THIS INSTRUMENT PREPARED BY:
Neil C. Johnston (Sr.), Esq.
HAND ARENDALL HARRISON SALE LLC
P. O. Box 123
Mobile, Alabama 36601
(251) 432-5511

STATE OF ALABAMA
COUNTY OF MOBILE

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That **C COAST MANAGEMENT, LLC**, an Alabama limited liability company ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, to Grantor paid by the **QUIKTRIP CORPORATION**, an Oklahoma corporation ("Grantee"), the receipt whereof is hereby acknowledged, does GRANT, BARGAIN, SELL and CONVEY unto Grantee, and to the successors in interest and assigns of Grantee, subject to the matters, restrictions, reservations, easements, exceptions, and limitations hereinafter described, the parcel of real property located in Mobile County, Alabama, all Grantor's right, title and interest in and to the improvements located thereon, and any and all rights, titles and interests of Grantor in and to any permits, easements, rights-of-way, and rights, privileges, and/or appurtenances within, abutting or adjacent to or benefiting the Property, if any, and all rights, title and interest of Grantor in and to any real property lying in the road or right-of-way known as U. S. Highway 90 in front of or adjoining the Property to the centerline thereof, if any, and more particularly described as the C Coast Hwy 90 Parcel and described on the Exhibits A-1 and A-2 attached hereto and made a part hereof by reference ("C Coast Hwy 90 Parcel" or the "Property").

The conveyance of the Property by Grantor to Grantee is made SUBJECT TO the matters, easements, exceptions, reservations, limitations and restrictions described below.

Together with all and singular the rights, members, privileges, tenements, hereditaments, easements, appurtenances, buildings and improvements thereon and thereunto belonging or in anywise appertaining thereto.

TO HAVE AND TO HOLD the same unto the Grantee, and to the successors in interest and assigns of Grantee.

GTC 20-218

Inst. # 2021025373 Pages: 1 of 11 Doc: D
I certify this instrument filed on 4/22/2021 11:43 AM
Don Davis, Judge of Probate
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5575 HWY 90, THEODORE, AL
[GTC #20-2018]

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Mobile, Alabama 36601
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STATE OF ALABAMA
COUNTY OF MOBILE

STATUTORY WARRANTY DEED

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The conveyance of the Property by Grantor to Grantee is made SUBJECT TO the matters, easements, exceptions, reservations, limitations and restrictions described below.

Together with all and singular the rights, members, privileges, tenements, hereditaments, easements, appurtenances, buildings and improvements thereon and thereunto belonging or in anywise appertaining thereto.

TO HAVE AND TO HOLD the same unto the Grantee, and to the successors in interest and assigns of Grantee.

GRANTOR EXCEPTS AND RESERVES unto Grantor and Grantor's successors in interest and assigns, in perpetuity, all of Grantor's undivided percentage interests, if any, in and to all of the oil, gas and associated hydrocarbons byproducts thereof, and all other minerals and mineral rights of every kind and character, and geothermal resources (collectively "Minerals"), 1,000 feet or more below the surface of the Property, or that may be produced from 1,000 feet or more below the surface of the Property, and all rights to fully enjoy, explore for and produce the Minerals from lands other than the Property, and which Minerals are owned by Grantor at the time of this conveyance of the Property to Grantee; provided, however, that seismic, testing, exploration, drilling for or other means of removal of any of the Minerals from under the Property shall not cause any disturbance or damage to the surface of the Property or interfere with Grantee's use of the surface or subsurface of the Property, and shall be accomplished by directional drilling or other means of production and removal, entering the Property at least below 1,000 feet of the surface of the Property and from lands other than the Property, unless Grantor and Grantee or the then owner of the surface of the Property shall otherwise agree or consent in writing.

THE CONVEYANCE OF THE PROPERTY BY GRANTOR TO GRANTEE IS MADE SUBJECT TO the Exception and Reservation by Grantor in this Deed; to all matters described on Exhibit B attached hereto and made a part hereof by reference; to the "AS IS," WHERE IS" and "PRESENT AND CURRENT CONDITIONS INCLUDING THE ENVIRONMENTAL CONDITIONS OF THE SURFACE AND SUBSURFACE OF THE PROPERTY AND SURFACE WATERS AND GROUNDWATERS, AND IMPROVEMENTS ON THE PROPERTY;" to any portion of the Property lying within the right of way or easement of any public road, drainage or utility, whether recorded or visible on the ground; to any building setback line, pipeline, drainage and utility line easements; and to the lien for any and all unpaid current or future ad valorem taxes and assessments, the use classification of the Property, and any parcel thereof, and any and all escape, rollback, recapture and/or additional taxes assessed, levied or charged against any part of the Property for any reason, including any amount due to any change in use or current use classification, which Grantee assumes and agrees to pay when due; to all riparian and littoral rights pertaining to the Property; to such access, dedicated access, or lack of access of any part of the Property to a public road or way; to current zoning, use restrictions, flood classifications; to any deficiencies in quantity of land, discrepancies as to boundary lines, location of monuments, overlaps, improvements, fences, adverse claims or encroachments, which would be disclosed by a true, up to date, comprehensive and accurate survey of the Property and improvements; to all matters shown, described and noted on the Gonzalez-Strength & Associates, Inc., ALTA/NSPS Land Title Survey, Project No. 20-0119, dated April 13, 2021; to all matters of the public records, including the Mobile County Probate Court records, the Mobile County Revenue Commissioner's records, the records of the Alabama Department of Environmental Management ("ADEM"), and other federal, state and county court records; to all matters done by Grantee or anyone by or through Grantee to the Property or any part thereof, and/or to the title, zoning, classification, access to or use of any part of the Property or any matter pertaining to the Property or part thereof; and to prior reservations, assignments, leases or conveyances of any interest or title to oil, gas, hydrocarbons and other minerals by prior owners and not now owned and reserved by Grantor.

Grantor makes no other warranties, covenants or warranties of title respecting the nature or quality of the title to the Property conveyed other than the Grantor has neither permitted nor

suffered any lien, encumbrance or adverse claim to the Property since the date of acquisition thereof by the Grantor except those matters, reservations, restrictions, limitations, conditions and exceptions as described and set forth in this Deed and Exhibit B attached hereto.

THIS DEED IS EXECUTED BY THE UNDERSIGNED MANAGER SOLELY IN HIS REPRESENTATIVE CAPACITY AS MANAGER AND NEITHER THIS INSTRUMENT NOR ANYTHING HEREIN CONTAINED SHALL BE CONSTRUED AS CREATING ANY INDEBTEDNESS OR OBLIGATION ON THE PART OF THE UNDERSIGNED MANAGER IN HIS INDIVIDUAL CAPACITY, AND THE UNDERSIGNED LIMITS HIS LIABILITY HEREUNDER TO THE PROPERTY.

THE CONVEYANCE OF THE PROPERTY BY GRANTOR TO GRANTEE IS MADE SUBJECT TO those matters, reservations, restrictions, limitations, conditions and exceptions described in this Deed, and Exhibit B attached hereto.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by its duly authorized Manager on this the 19 day of April, 2021.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGES FOLLOW

Signature Page to
Statutory Warranty Deed

C COAST MANAGEMENT, LLC (Grantor)
-and-
QUIKTRIP CORPORATION (Grantee)

GRANTOR:

C COAST MANAGEMENT, LLC,
an Alabama limited liability company

By: C GATE, LLC,
an Alabama limited liability company
As Its Manager

By: _____
ROBERT SEAN COLEY
As Member and Manager of C Gate, LLC

STATE OF ALABAMA :
COUNTY OF Baldwin :

I, the undersigned Notary Public in and for said County in said State, hereby certify that **ROBERT SEAN COLEY**, whose name as Member and Manager of C GATE, L.L.C., as Manager of C COAST MANAGEMENT, LLC, an Alabama limited liability company, is signed to the foregoing Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of the Deed, he, in his official capacity as Member and Manager of C GATE, L.L.C., and with full authority, executed the Deed voluntarily on the day the same bears date for and as the act of the Manager of C Coast Management, LLC, for and as the act of C Coast Management, LLC.

Given under my hand and official notarial seal this 19 day of April, 2021.

[AFFIX NOTARIAL SEAL]

Alici Wilson Morris
NOTARY PUBLIC
ALABAMA STATE AT LARGE
My Commission Expires: _____

Signature Page to
Statutory Warranty Deed

C COAST MANAGEMENT, LLC (Grantor)
-and-
QUIKTRIP CORPORATION (Grantee)

GRANTOR:

C COAST MANAGEMENT, LLC,
an Alabama limited liability company

By: C GATE, LLC,
an Alabama limited liability company
As Its Manager

By: _____
MARY ANNE COLEY BALL
As Member and Manager of C Gate, LLC

STATE OF ALABAMA :
COUNTY OF Baldwin :

I, the undersigned Notary Public in and for said County in said State, hereby certify that **MARY ANNE COLEY BALL**, whose name as Member and Manager of C GATE, L.L.C., as Manager of C COAST MANAGEMENT, LLC, an Alabama limited liability company, is signed to the foregoing Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of the Deed, she, in her official capacity as Member and Manager of C GATE, L.L.C., and with full authority, executed the Deed voluntarily on the day the same bears date for and as the act of the Manager of C Coast Management, LLC, for and as the act of C Coast Management, LLC.

Given under my hand and official notarial seal this 19 day of April, 2021.

[AFFIX NOTARIAL SEAL]

_____
NOTARY PUBLIC
ALABAMA STATE AT LARGE
My Commission Expires: _____

ALICE WILSON MORRIS
MY COMMISSION EXPIRES
NOVEMBER 3, 2022
NOTARY PUBLIC
STATE OF ALABAMA

Signature Page to
Statutory Warranty Deed

C COAST MANAGEMENT, LLC (Grantor)
-and-
QUIKTRIP CORPORATION (Grantee)

GRANTOR:

C COAST MANAGEMENT, LLC,
an Alabama limited liability company

By: C GATE, LLC,
an Alabama limited liability company
As Its Manager

By: _____
KARA E. COLEY COATS
As Member and Manager of C Gate, LLC

STATE OF ALABAMA :
COUNTY OF Baldwin :

I, the undersigned Notary Public in and for said County in said State, hereby certify that **KARA E. COLEY COATS**, whose name as Member and Manager of C GATE, L.L.C., as Manager of C COAST MANAGEMENT, LLC, an Alabama limited liability company, is signed to the foregoing Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of the Deed, she, in her official capacity as Member and Manager of C GATE, L.L.C., and with full authority, executed the Deed voluntarily on the day the same bears date for and as the act of the Manager of C Coast Management, LLC, for and as the act of C Coast Management, LLC.

Given under my hand and official notarial seal this 19 day of April, 2021.

[AFFIX NOTARIAL SEAL]

NOTARY PUBLIC
ALABAMA STATE AT LARGE
My Commission Expires: _____

ALICE WILSON MORRIS
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES NOVEMBER 5, 2022

GRANTOR'S ADDRESS:

C COAST MANAGEMENT, LLC
c/o C Gate, L.L.C., Manager
Attn: Robert Sean Coley
P. O. Box 1288
1300 Main Street
Daphne, Alabama 36526

GRANTEE'S ADDRESS:

QUIKTRIP CORPORATION
4705 S. 129th E. Avenue
Tulsa, Oklahoma 74134-7008

EXHIBIT A-1

Description of
C Coast Hwy 90 Parcel

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Mobile, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OR-WAY LINE OF U.S. HIGHWAY 90 AND THE NORTHWARDLY RIGHT-OF-WAY LINE OF KOOIMAN ROAD, RUN THENCE NORTHWARDLY ALONG THE SAID RIGHT-OF-WAY OF U.S. HIGHWAY 90 A DISTANCE OF 100 FEET TO A POINT, THE POINT OF BEGINNING; RUN THENCE NORTHWARDLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 90 A DISTANCE OF 200 FEET TO A POINT; RUN THENCE EASTWARDLY AND PERPENDICULAR TO THE RIGHT-OF-WAY OF U.S. HIGHWAY 90 A DISTANCE OF 200 FEET TO A POINT; RUN THENCE SOUTHWARDLY AND PARALLEL TO THE SAID RIGHT-OF-WAY OF U.S. HIGHWAY 90 A DISTANCE OF 200 FEET TO A POINT; RUN THENCE WESTWARDLY AND PERPENDICULAR TO THE SAID RIGHT-OF-WAY OF U.S. HIGHWAY 90 A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING, SAID PROPERTY LYING AND BEING IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA.

BEING MORE CORRECTLY DESCRIBED AS FOLLOWS:

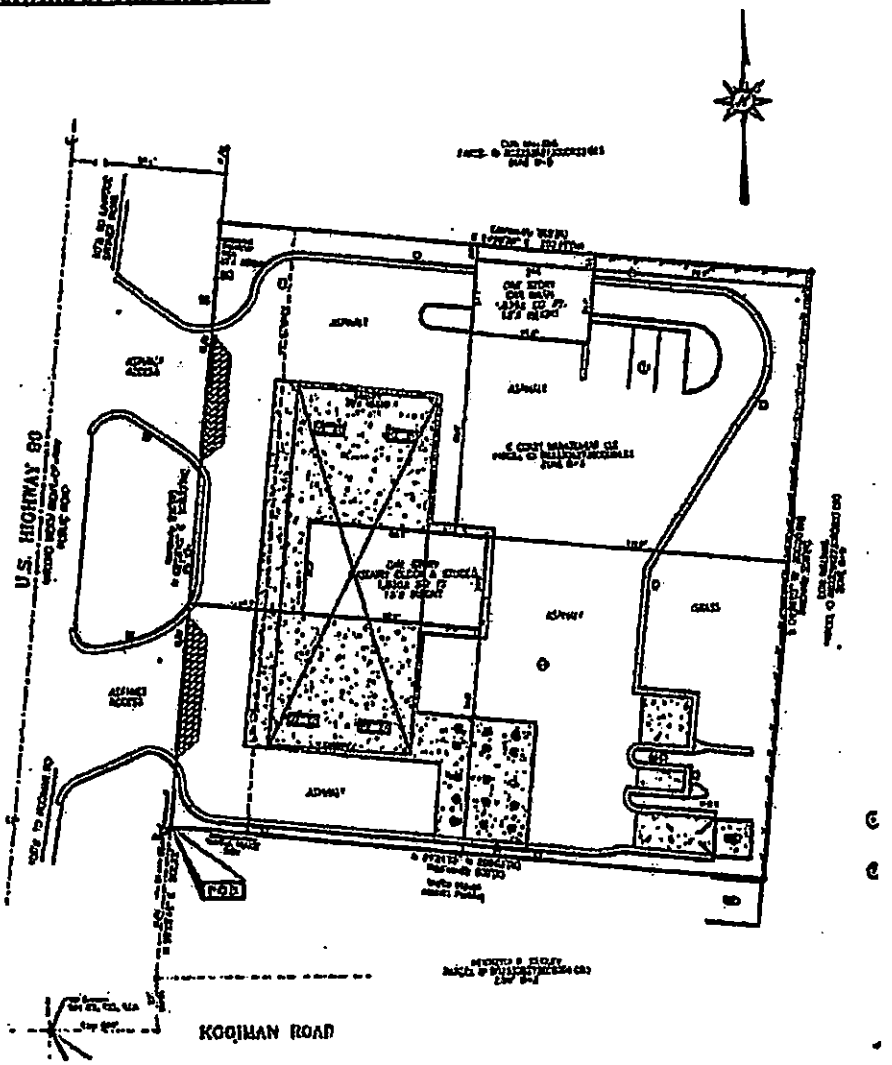
A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, BEING MORE IN PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8" CAPPED REBAR MARKING THE SOUTHWEST CORNER OF LOT 4 HIGHWAY 90 BUSINESS PARK SUBDIVISION AS RECORDED IN MAP BOOK 119, PAGE 112 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, SAID POINT LYING ON THE NORTHERN-MOST RIGHT OF WAY OF KOOIMAN ROAD (60 FOOT ROW); THENCE LEAVING SAID RIGHT OF WAY LINE RUN NORTH 05 DEGREES 38 MINUTES 39 SECONDS EAST ALONG SAID LOT 4 FOR A DISTANCE OF 89.26 FEET TO FOUND 1/2 INCH CAPPED REBAR AND THE POINT OF BEGINNING; THENCE LEAVING SAID LOT 4 RUN NORTH 84 DEGREES 21 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 200.05 FEET TO A FOUND 1/2 INCH CAPPED REBAR SAID POINT LYING ON THE EASTERN-MOST RIGHT OF WAY OF U.S HIGHWAY 90 (180 FOOT ROW); THENCE RUN NORTH 05 DEGREES 32 MINUTES 07 SECONDS EAST ALONG SAID RIGHT OF WAY LINE AND FOR A DISTANCE OF 200.18 FEET TO A FOUND 1/2 INCH CAPPED REBAR AND A CORNER IN SAID LOT 4 SAID POINT LYING ON THE SOUTHERN-MOST RIGHT OF WAY OF INTERSTATE 10 (ROW VARIES); THENCE LEAVING SAID RIGHT OF WAY OF U.S. HIGHWAY 90 RUN SOUTH 84 DEGREES 16 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 200.30 FEET TO A FOUND 1" CRIMP PIPE; THENCE RUN SOUTH 05 DEGREES 38 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 199.93 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-2

Depiction
C Coast Hwy 90 Parcel

MAP OR DRAWING OF THE PROPERTY



[GTC #20-2018]

EXHIBIT B

Exceptions

1. Taxes for the year 2021, which became a lien as of October 1, 2020, but are not due and payable until October 1, 2021.

2. Easement of right-of-way secured across a portion of the Property to the State of Alabama by condemnation, Case No. 14,815 N.S., in the Probate Court of Mobile County, Alabama.

3. Right of way conveyed Mobile County by D. R. Coley, Jr. and Helen E. Coley by instrument dated May 30, 1950 and recorded in Deed Book 510, Page 147, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

4. Easement granted Alabama Power Company by D.R. Coley, Jr. and Helen E. Coley by instrument dated July 16, 1963 and recorded in Real Property Book 598, Page 124, of the same Probate Court records.

5. Easement granted Alabama Power Company by D.R. Coley, Jr. and Helen E. Coley by instrument dated January 30, 1950 and recorded in Deed Book 505, Page 107, of the same Probate Court records.

6. Easement granted the State of Alabama by D. R. Coley, Jr., dated July 22, 1964 and recorded in Real Property Book 529, Page 414, of the same Probate Court records.

7. Covenants as contained in unrecorded Lease Agreement between David R. Coley, III, as Executor of Estate of David Robert Coley, Jr., and Waffle House, Inc. dated April 1978.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name / Mailing Address:
C COAST MANAGEMENT, LLC
c/o C Gate, L.L.C., Manager
Attn: Robert Sean Coley
P. O. Box 1288
1300 Main Street
Daphne, Alabama 36526

Grantee's Name / Mailing Address:
QUIKTRIP CORPORATION
4705 S. 129th E. Avenue
Tulsa, Oklahoma 74134-7008

Property Address:
6575 Highway 90
Theodore, Alabama 36582

Date of Sale: April 19, 2021
Purchase Price: $560,000.00
or
Actual Value: $_____
or
Assessor's Market Value: $_____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)
(Recordation of documentary evidence is not required)

- [ ] Bill of Sale
- [X] Sales Contract
- [ ] Closing Statement
- [ ] Appraisal
- [ ] Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.
Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.
Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.
Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.
Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.
If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).
I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: 4/19/2021

Print: Alice W. Morris

Sign: Alice W. Morris

____ Unattested _____
(verified by)

(Grantor / Grantee / Owner / Agent) circle one

3796551.2

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

QUIKTRIP CORPORATION

Trade Name (DBA)

QUIKTRIP 7177

Location Address

5575 HWY 90

Application Number

2024 - 5640

Notice Post Date @ Location

03/21/2024

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

April 2, 2024

Date

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

Attorney in fact

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

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

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☑ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date	☑ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

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

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

Legal Business Name	Trade Name (DBA)
QuikTrip Corporation	QuikTrip #7177

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
5575 US Hwy 90	Theodore	Al	36582

Business Contact Person Information

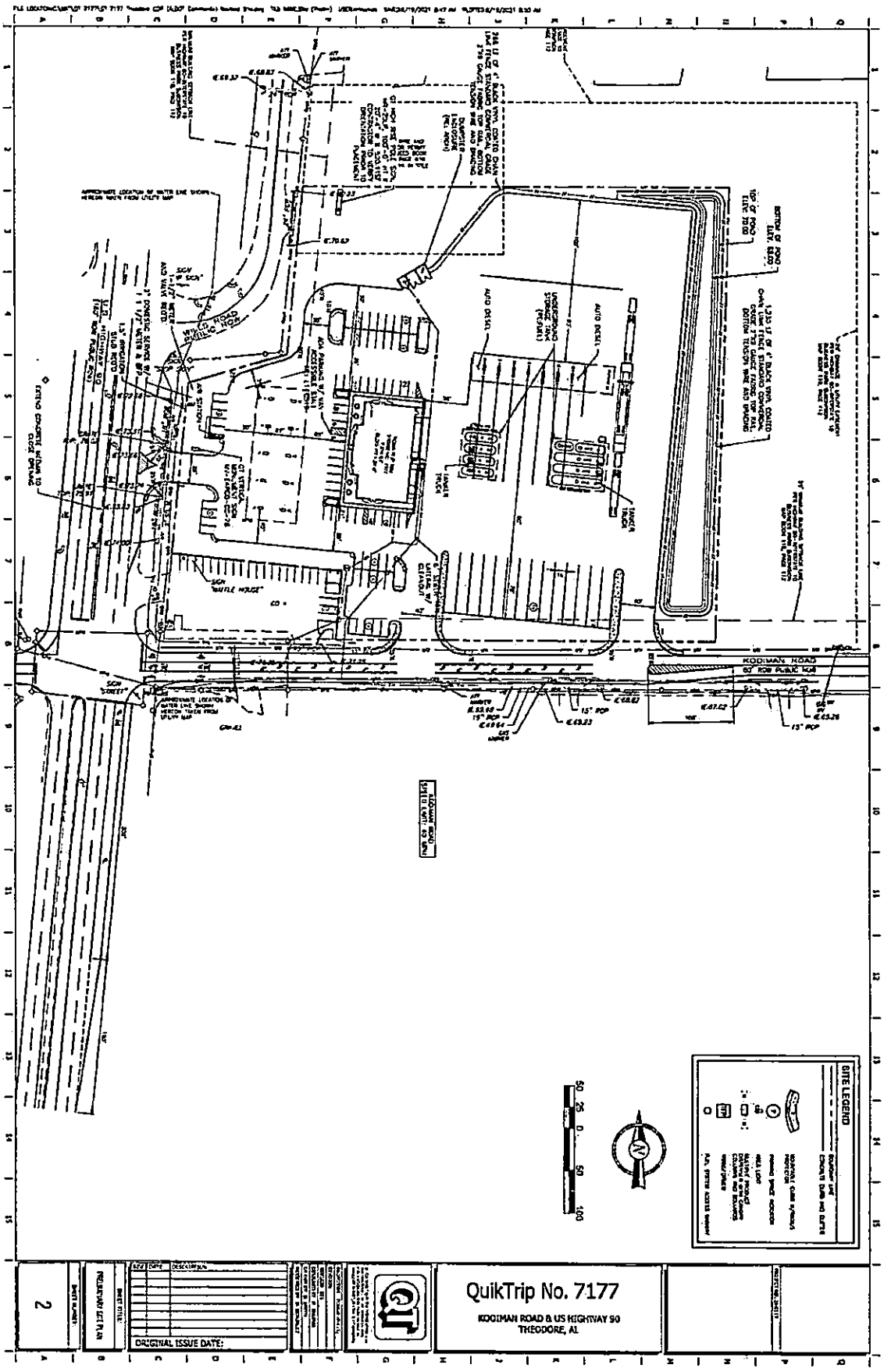
Name	Title	Phone	Email

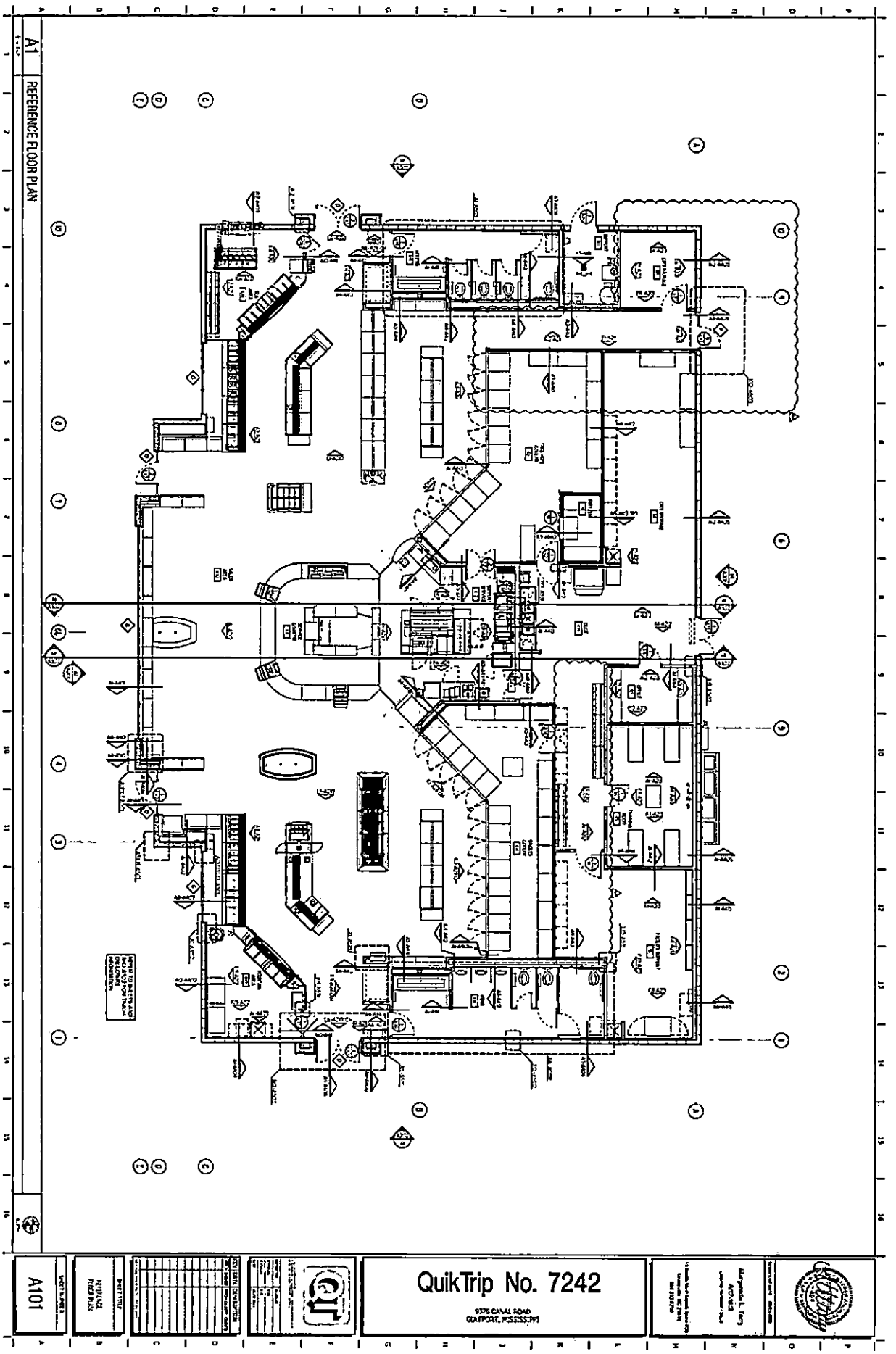
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
8,292	28+	28	Yes	B-3	Yes

Comments

Print Name	Signature	Date
Payton Rogers	Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2024.03.15 14:54:32-05'00'	03/15/2024


KOOIMAN ROAD
60' ROW PUBLIC
SITE LEGEND
QuikTrip No. 7177
KOOIMAN ROAD & US HIGHWAY 90
THEODORE, AL
ORIGINAL ISSUE DATE:
2


A1
REFERENCE FLOOR PLAN
A101
QuikTrip No. 7242

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - CJ Small - DIstrict 3

Purpose and Scope of Project:

The Declaring The Structure a Public Nuisance - Demoliition

Amount of Contract:

N/A

Effective Date of Contract:

4/2/2024

Renewal Date of Contract:

4/2/2024

Funding Source

Project # 2154 Grove Court - ME-001-24 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2154 Grove Court	Cover Memo	3/26/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	3/28/2024 - 9:54 AM

RESOLUTION

Sponsored by: Councilmember C J Small – District 3

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 **2154 Grove Court** 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, 7, 8, 12, 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 **2154 Grove Court** described as:

LOT 7 RESUB LOTS 34 THRU 38 BLK D RIVERSIDE MBK 3/412 #SEC 40 T5S R1W #MP32 06 40 0 003

Parcel Number: 32 06 40 0 003 014

Last Assessed to: MOZINGO JAMES & ANGIE

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 ***demolished*** 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.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
March 26, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 2, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2154 GROVE COURT,** OWNED BY OR MAY HAVE AN INTEREST: **MOZINGO JAMES & ANGIE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 32 06 40 0 003 014
COUNCIL DISTRICT 3 – CJ SMALL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2154 Grove Court Flood Zone

Property Details

Parcel Key	1020335	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R	FLOOD ZONE	S

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	~~N~~ Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	N
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	~~N~~ Y	Foundation Compromised	Y
Survey Date	01-22-24	Comments	

Property Score

Score	52	Score Description	DEMOLITION

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-23-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 02/06/2024

Property Address: 2154 Grove Court

District No: 3

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [ ] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

James & Angie Monzingo
400 Curtis Tate Road
Millry, Alabama 36558-6601

February 6, 2024

RE: **2154 Grove Court**
Project Number: ME-001-24

Dear James & Angie Monzingo:

On February 2, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2154 Grove Court

I. **PROPERTY** The legal description of the Property is as follows:

LOT 7 RESUB LOTS 34 THRU 38 BLK D RIVERSIDE MBK 3/412 #SEC 40 T5S R1W #MP32 06 40 0 003

Parcel Number: 32 06 40 0 003 014

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 22, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 22, 2024,** provide the Code Official with a work plan to accomplish the repairs by **March 22, 2024,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 22, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 2, 2024, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

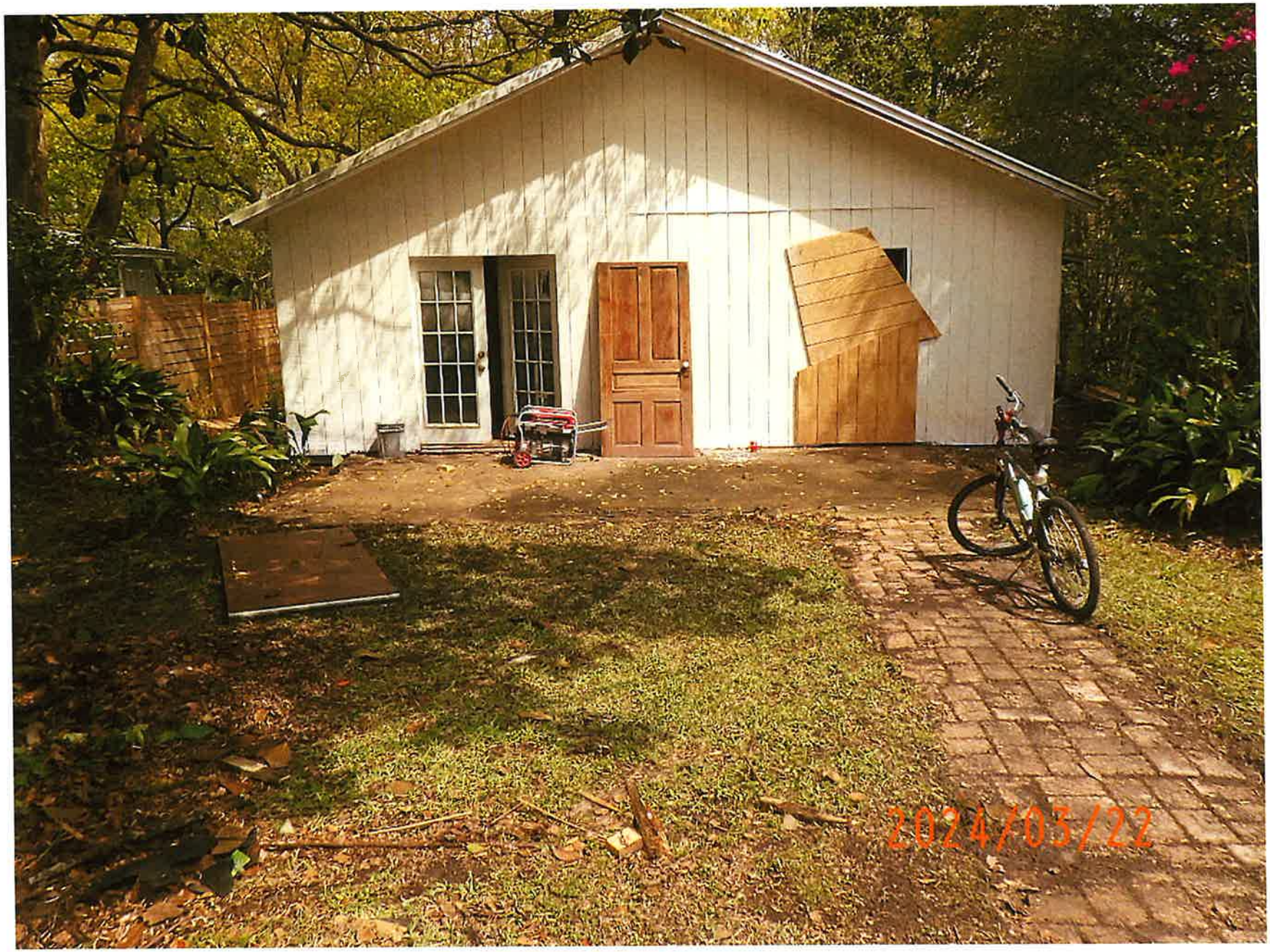
IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **2154 GROVE COURT** **AGENDA PHOTOS / DW**



2024/03/22

2024/03/22

NUISANCE ABATEMENT 2154 GROVE COURT AGENDA PHOTOS / DW

NUISANCE ABATEMENT **2154 GROVE COURT** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2154 GROVE COURT** **AGENDA PHOTOS / DW**

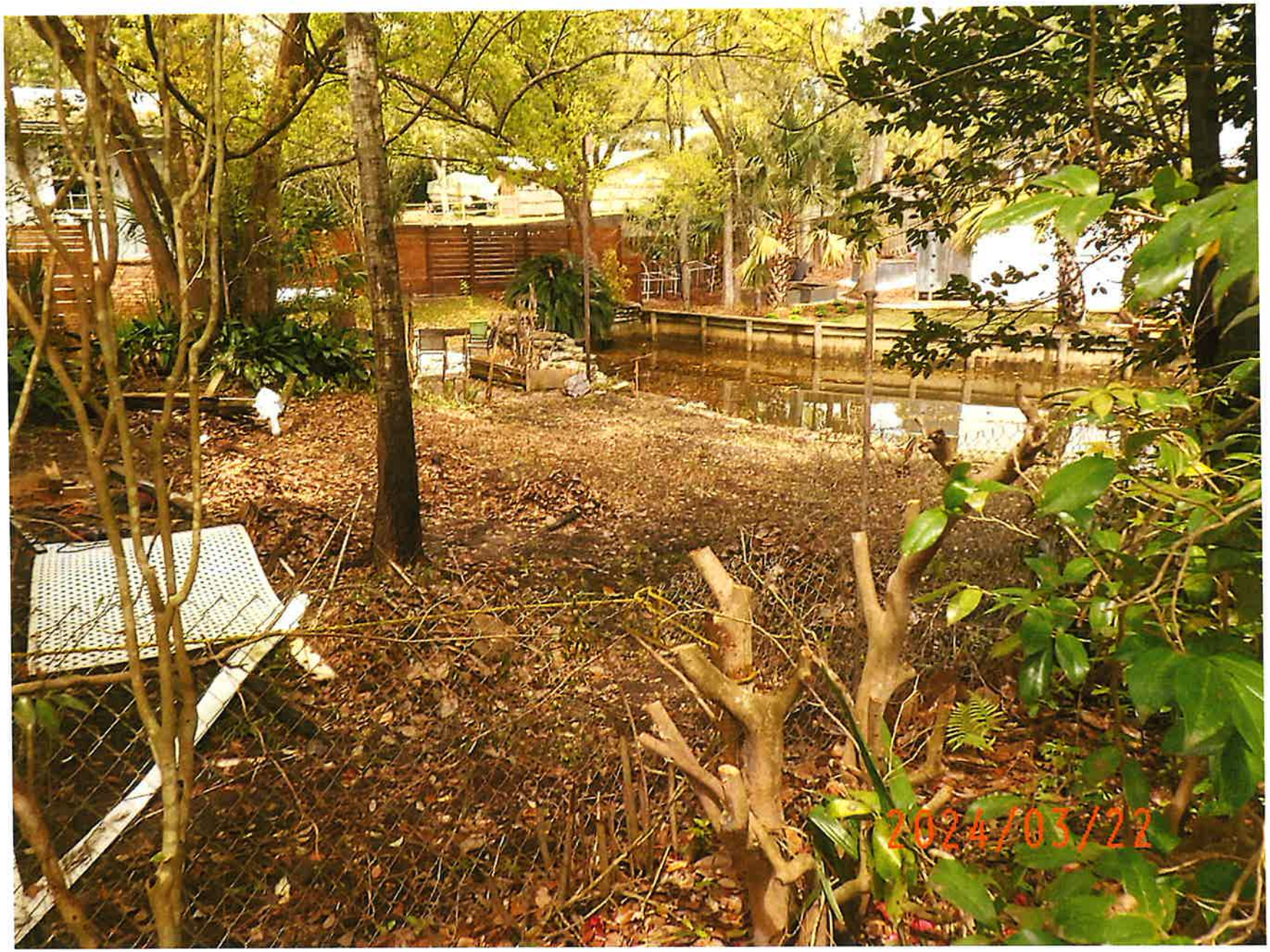
NUISANCE ABATEMENT **2154 GROVE COURT** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2154 GROVE COURT** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2154 GROVE COURT** **AGENDA PHOTOS / DW**

2024/03/22

NUISANCE ABATEMENT **2154 GROVE COURT** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: April 2, 2024

State of Alabama
County of Mobile

Subject Property – 2154 Grove Court

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: RUSH - **2154 Grove Court** Date: January 29, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 26, 2024

Per the Title Report, the owner is: James Mozingo and Angie Mozingo

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	James Mozingo and Angie Mozingo 2154 Grove Ct Mobile AL 36605	Owners – Revenue Commission website location/subject address
2	James Mozingo and Angie Mozingo 25555 Canal Rd Lot 32 Orange Beach AL 36561-5811	Revenue Commission mailing address good 2018 through 2024 LexisNexis address good 11/2023 Phone numbers 251-377-0351, 251-846-3660, 251-344-0958, 251-974-0100 good 2023
3	James Mozingo and Angie Mozingo 400 Curtis Tate Rd Millry AL 36558-6601	LexisNexis address good 10/2023
4	James Mozingo and Angie Mozingo12393 Fosters Loop Rd Tuscaloosa AL 35463-9751	LexisNexis address good 9/2021

TAX STATUS: CURRENT 2023 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	11 Cases
Council District 2	William Carroll	5 Cases
Council District 3	C J Small	2 Cases
Council District 4	Ben Reynolds	2 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1656

Effective Date of Contract:

4/2/2024

Funding Source

Project # Weed Lien Group 1656 **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1656	Backup Material	3/28/2024
resolution	Cover Memo	3/28/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			3/28/2024 -

Enforcement Gauthier, Lana	Approved	11:29 AM

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **March 26, 2024**

SUBJECT: WEED LIEN GROUP **1656**

Attached, please find Assessment Lists for Weed Lien Group Number **1656** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 4/2/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 5/7/2024

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 4/4/2024

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 4/18/2024

LEGAL NOTICE ADS: 4/24/2024-5/1/2024

POSTING DATE: 4/30/2024

Copy to: Marchetta Taite

	WEED LIEN	
	1656	Res. No.
4/2/2024	LOTS TO BE DECLARED	58-
5/7/2024	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	704 Rebecca Dr	34633	35766		1	
2	613 Wellington St	33897	35767		1	
3	1925 Luckie Ave	31709	35768		1	
4	4212 Zack Logan Ave N	34869	35769		4	
5	469 McCarley St	34604	35785		1	
6	2110 Steiner St	28677	35770		3	
7	1913 Beau Terra Dr W	32303	35771		1	
8	1909 Beau Terra Dr W	32297	35772		1	
9	1827 St Charles Ave	32430	35773		1	
10	112 Bush Ave	32373	35774		2	
11	1060 Congress St	31901	35775		2	
12	1711 Perch Dr	31439	35776		4	
13	0 Lincoln Ave	32736	35777		2	
	Pa. No. (22 08 44 0 019 092.XXX)					
14	2607 Esau Ave	29509	35778		1	
15	1155 Sutton Ave	28373	35779		3	
16	1508 Basil St	28478	35780		2	
17	1219 Jessie St	28671	35781		1	
18	2657 Berkley Ave	31600	35782		1	
19	1012 New St Francis St	32127	35783		2	
20	203 Abrams St	32442	35784		1	
				$ -		

District total for this group	
1	11
2	5
3	2
4	2
5	0
6	0
7	0
	20

0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Amy Jackson 3-28-24

Marchetta Waite 3-28-24

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 #1656** 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 **7th day of May, 2024**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember Penn

Purpose and Scope of Project:
Funds will be used to assist with Spring Fling on May 3, 2024.

Amount of Contract:
$1,500.00

Funding Source

Project # DSC-01/10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - OLD SHELL ROAD SCHOOL OF CREATIVE & PERFORMING ARTS	Cover Memo	3/25/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	3/25/2024 - 12:52 PM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **$1,500.00** to Old Shell Road School of Creative & Performing Arts, from his discretionary funds; and

WHEREAS, Old Shell Road School of Creative & Performing Arts, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Old Shell Road School of Creative & Performing Arts will be used to assist with Spring Fling on May 3, 2024, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1,500.00** to Old Shell Road School of Creative & Performing Arts for the purposes described hereinabove 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.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember Carrol and Councilmember Reynolds

Purpose and Scope of Project:
Funds will be used to introduce 150-200 kids to the game of golf.

Amount of Contract:
$1,000.00

Funding Source

Project # DSC-02/10041020-42200; DSC-04/10041020-42080	**Discretionary Funds** DSC-02; DSC-04
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	3/27/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	3/22/2024 - 1:35 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll
Councilmember Ben Reynolds

WHEREAS, Councilmember Carroll and Councilmember Reynolds wishes to appropriate **$500.00 each ($1,000.00 total**) to SS (Secret Scientist) For Everyone, from their discretionary funds; and

WHEREAS, SS For Everyone, 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 SS For Everyone, will be used to introduce 150-200 kids to the game of golf, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1,000.00** to SS For Everyone., for the purposes described hereinabove 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.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember Small

Purpose and Scope of Project:
Funds will be used to introduce 150-200 kids to the game of golf.

Amount of Contract:
$500.00

Funding Source

Project # DSC-03/10041020-42080 **Discretionary Funds** DSC-03

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - SS (SECRET SCIENTIST) FOR EVERYONE	Cover Memo	3/25/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	3/25/2024 - 8:02 AM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember CJ Small

WHEREAS, Councilmember Small wishes to appropriate **$500.00** to SS (Secret Scientist) For Everyone, from his discretionary funds; and

WHEREAS, SS For Everyone, 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 SS For Everyone, will be used to introduce 150-200 kids to the game of golf, which will serve a public purpose benefitting 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 **$500.00** to SS For Everyone., for the purposes described hereinabove 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.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Reynolds

Purpose and Scope of Project:

Funds will be used to assist with the 9th Annual MudBottom Revival Music Festival Fundraiser on Sunday, April 21, 2024,

Amount of Contract:

$2,500

Funding Source

Project # DSC-04/10041020-42080 **Discretionary Funds** DSC-04

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - DOG RIVER CLEARWATER REVIVAL, LLC	Cover Memo	3/22/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	3/22/2024 - 1:29 PM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, Councilmember Reynolds wishes to appropriate **$2,500.00** to Dog River Clearwater Revival, Inc., from his discretionary funds; and

WHEREAS, Dog River Clearwater Revival, 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 Dog River Clearwater Revival, Inc., will be used to assist with the 9th Annual MudBottom Revival Music Festival fundraiser on Sunday, April 21, 2024, which will serve a public purpose benefitting 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 **$2,500.00** to Dog River Clearwater Revival, Inc., for the purposes described hereinabove 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.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Woods

Purpose and Scope of Project:

Funds will be used to assist with replacing equipment, continuous upkeep of the Center's interior grounds, sponsor special events, and to assist with the Center's goals.

Amount of Contract:

$15,659.00

Funding Source

Project # DSC-06/10041020-42080 **Discretionary Funds** DSC-06

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MOBILE REGIONAL SENIOR COMMUNITY CENTER FOUNDATION, INC.	Cover Memo	3/28/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	3/28/2024 - 11:42 AM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Woods

WHEREAS, Councilmember Woods wishes to appropriate **$15,659.00** to Mobile Regional Senior Community Center Foundation, Inc., from his discretionary funds; and

WHEREAS, Mobile Regional Senior Community Center 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 Mobile Regional Senior Community Center Foundation, Inc., will be used to assist with replacing equipment, continuous upkeep of the Center's interior grounds, sponsor special events, and to assist with the Center's goals, which will serve a public purpose benefitting 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 **$15,659.00** to Mobile Regional Senior Community Center Foundation, Inc., for the purposes described hereinabove 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.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Woods

Purpose and Scope of Project:

Funds will be used to assist with the beautification of the neighborhood.

Amount of Contract:

$4,000.00

Funding Source

Project # DSC-06/10041020-42080 **Discretionary Funds** DSC-06

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - WINDMILL PLACE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.	Cover Memo	3/28/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	3/28/2024 - 9:04 AM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Woods

WHEREAS, Councilmember Woods wishes to appropriate **$4,000.00** to Windmill Place Subdivision Homeowners Association, Inc., from his discretionary funds; and

WHEREAS, Windmill Place Subdivision Homeowners 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 Windmill Place Subdivision Homeowners Association, Inc., will be used to assist with the beautification of the neighborhood, which will serve a public purpose benefitting 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 **$4,000.00** to Windmill Place Subdivision Homeowners Association, Inc., for the purposes described hereinabove 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.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember Gregory

Purpose and Scope of Project:
Funds will be used to assist with the Golf Tournament on May 16, 2024 at Magnolia Grove.

Amount of Contract:
$500.00

Funding Source

Project # DSC-07/10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - RANSOM MINISTRIES, INC.	Cover Memo	3/22/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	3/22/2024 - 1:39 PM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory

WHEREAS, Councilmember Gregory wishes to appropriate **$500.00** to Ransom Ministries, Inc., from her discretionary funds; and

WHEREAS, Ransom Ministries, 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 Ransom Ministries, Inc., will be used to assist with the Golf Tournament on May 16, 2024 at Magnolia Grove, which will serve a public purpose benefitting 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 **$500.00** to Ransom Ministries, Inc., for the purposes described hereinabove 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.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Arcadis U.S. Inc for traffic signal video detection equipment for Airport Blvd for Traffic Engineering .
CIP Signal detection citywide.

Amount of Contract:

$77,855.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20240328 Arcadis Agenda Package POs	Cover Memo	3/28/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/28/2024 - 2:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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
4697	2024	(2060) TRAFFIC ENGINEERING	TRAFFIC VIDEO DETECTION SYSTEM EQUIPMENT FOR AIRPORT BLVD (AL STATE CONTRACT)	$77,855.00	(297773) ARCADIS U.S. INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004697-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- STATE OF ALABAMA CONTRACT MA 999 220000000043			
001	Iteris NEXT Video Detection System NEXT Shelf Mount CCU includes: NEXT TS2SM4 CCU, 1000' reel of Cat 5 shieleded cable, SDLC cable state of alabama contract MA 999 220000000043 REF LINE 37 Vendor Item	3.00 EACH	13030.00000	39090.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E SDT08 .OPERSUPPLS. .			39090.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00004697-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	NEXT WDR Cameras w/ brackets includes: NEXT WDR Camera w/ Iteris CAMBRKT4 state of alabama contract MA 999 220000000043 REF LINE 37 Vendor Item	7.00 EACH	2145.00000	15015.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E SDT08 .OPERSUPPLS. .			15015.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	NEXT Vector Multi-Sensor includes: NEXT Vector Multi-Sensor video / radar unit state of alabama MA 999 220000000043 REF LINE 37 Vendor Item	4.00 EACH	5775.00000	23100.00

Bill To	Requisition 00004697-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E SDT08 .OPERSUPPLS. .			23100.00

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

004	1000' Reel of Cat 5 Cable state of alabama contract MA 999 220000000043 REF LINE 196 Vendor Item	2.00 EACH	325.00000	650.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E SDT08 .OPERSUPPLS. .			650.00

Bill To	Requisition 00004697-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 77855.00

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

Account			Amount	Remaining Budget
E SDT08	.OPERSUPPLS.	.	77855.00	463145.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	77855.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	01/29/24	JENNIFER WHITE	
Approved	02/01/24	JENNIFER WHITE	
Approved	03/06/24	JENNIFER WHITE	

Bill To	Requisition 00004697-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/24	297773				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Rejected	01/30/24	BRENDA RHODES	Should not be paid out of this		
	Approved	02/01/24	BRENDA RHODES			
	Approved	02/01/24	TIFFANY HOLLINS	Auto approved by: 910511034		
	Approved	02/01/24	RELYA MALLORY	Auto approved by: 910511034		
	Approved	03/06/24	BRENDA RHODES			
	Approved	03/06/24	TIFFANY HOLLINS	Auto approved by: 910511034		
	Approved	03/06/24	RELYA MALLORY	Auto approved by: 910511034		
	Rejected	02/02/24	SANDRA LEWIS	need bid specs		
	Unknown	03/14/24	SANDRA LEWIS			
	Rejected	03/14/24	SANDRA LEWIS	cannot match to state contract		
	Queued	03/27/24	JENNIFER WHITE	cannot match to state contract		
	Pending		BRENDA RHODES	cannot match to state contract		
	Pending		TIFFANY HOLLINS	cannot match to state contract		
	Pending		RELYA MALLORY	cannot match to state contract		
	Pending		DONALD ROSE	cannot match to state contract		
	Pending		SANDRA LEWIS	cannot match to state contract		
	Pending		STEVEN KRONINGER	cannot match to state contract		
	Pending		SAMANTHA COOLEY	cannot match to state contract		
	Pending		JOHN PAINE	cannot match to state contract		
	Pending		MICHAEL SPAFFORD	cannot match to state contract		

Authorized By: _____ Date: _____
Signature

Contract: 220000000043-999-1 - Statewide Intelligent Transportation System Amen...

Contract Header

Contract
Statewide Intelligent Transportation System Amendment #1

Type
Master Agreement

Supplier
Arcadis Us, Inc

Contract Code
220000000043-999-1

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Akhil	Chauhan	akhil.chauhan@arcadis.com	225-244-6589
Ellen	Hooper	ellen.hooper@arcadis.com	602-797-4514
Jason	Taylor	Jason.Taylor@arcadis.com	904-861-2803
Jeff	Jones	Jeff.Jones@arcadis.com	504-648-3616
Kristine	Nemeth	kristine.nemeth@arcadis-us.com	8605031513
Sean	Sweeney	sean.sweeney@arcadis.com	617-849-9964
Valquiria	Jablinski	valquiria.jablinski@arcadis.com	9194152290
Kim	Lasnicki	kim.Lasnicki@arcadis.com	3156719132

8 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
2/14/2022

End Date
1/9/2025

Documents

- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Statewide Intelligent Transportation System Maintenance terms and conditions.xml

Items

Item Name	Product Code		UOM
Fiber Optic Cable, (Major Materials)	220000000043-999-1-1	0.00	USD
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-2	2.43	Linear Foot
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-3	2.48	Linear Foot
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-4	2.54	Linear Foot

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 220000000043**

NOT TO EXCEED AMOUNT:

Begin Date:	01/10/2022	Procurement Folder:	1378704
Expiration Date:	01/09/2023	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	01/10/22	Version Number:	1

CONTACT INFORMATION

REQUESTOR:
Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

ISSUER:
Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

BUYER:
Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

CONTRACT DESCRIPTION

Statewide Intelligent Transportation System
G13-103892 Statewide Intelligent Transportation System

Final

Ship To:
STATEWIDE CONTRACT
UNKNOWN
UNKNOWN AL

Bill To:
STATEWIDE CONTRACT
UNKNOWN
UNKNOWN AL

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000128594: Arcadis Us, Inc

62638 Collections Ctr Dr

Chicago IL 60693-0626

Contact:

Unknown
444-444-4444

COMMODITY / SERVICE INFORMATION								
Line	**Quantity**	**UOM**	**Unit Price**	**Service Amount**	**Service From**	**Service To**	**Line Sub Total**	**Line Total**
1	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, (Major Materials)
Fiber Optic Cable, (Major Materials)

Cost Plus 5 %

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	LNFT	$2.200000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	LNFT	$2.250000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	LNFT	$2.300000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	LNFT	$2.350000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	LNFT	$2.450000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	LNFT	$2.550000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

COMMODITY / SERVICE INFORMATION

8	0	LNFT	$2.650000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or G
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	LNFT	$1.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Singl
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Single Armor

Material

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	LNFT	$1.450000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, Adder For 1,500 Lf Or Less
Fiber Optic Cable, Adder For 1,500 Lf Or Less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, Adder Existing Conduit
Fiber Optic Cable, Adder Existing Conduit

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, (Major Materials)
Fiber Distribution Unit, (Major Materials)

Cost Plus 1 %

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	EA	$850.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, 72F Rack Mount, Primary
Fiber Distribution Unit, 72F Rack Mount, Primary

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	EA	$1,325.000000	$0.00			$0.00	$0.00

Final

COMMODITY / SERVICE INFORMATION

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, 144F Rack Mount, Primary
Fiber Distribution Unit, 144F Rack Mount, Primary

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	EA	$260.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, 6F Shelf Mount, Secondary
Fiber Distribution Unit, 6F Shelf Mount, Secondary

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	EA	$370.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, 12F Shelf Mount, Secondary
Fiber Distribution Unit, 12F Shelf Mount, Secondary

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	EA	$200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, Re-Entry
Fiber Distribution Unit, Re-Entry

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, (Major Materials)
Network Device, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	EA	$320.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Type A (CMES)
Network Device, Type A (CMES)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Type B (AMES)
Network Device, Type B (AMES)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	EA	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Type C (FMES)

Network Device, Type C (FMES)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	EA	$2,300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Endpoint Radio
Network Device, Endpoint Radio

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	EA	$2,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Backhaul Radio
Network Device, Backhaul Radio

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	EA	$250.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Cellular Modem
Network Device, Cellular Modem

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	EA	$2,000.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Radio Realignment
Network Device, Existing Radio Realignment

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	EA	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Radio Component Replacement
Network Device, Existing Radio Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	EA	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Network Device Configuration
Network Device, Existing Network Device Configuration

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	EA	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Network Device Preventative

COMMODITY / SERVICE INFORMATION

Network Device, Existing Network Device Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	EA	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Backhaul Radio Preventative
Network Device, Existing Backhaul Radio Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	EA	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Endpoint Radio Preventative
Network Device, Existing Endpoint Radio Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera (Major Materials)
CCTV, Camera (Major Materials)

Cost Plus ZERO %

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera Mount, 40 FT Mounting Height or Less
CCTV, Camera Mount, 40 FT Mounting Height or Less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera Mount, 41 FT to 65 FT Mounting Height
CCTV, Camera Mount, 41 FT to 65 FT Mounting Height

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	EA	$2,400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera Mount, 66 FT Mounting Height or Greater
CCTV, Camera Mount, 66 FT Mounting Height or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera Preventative Maintenance

COMMODITY / SERVICE INFORMATION

CCTV, Camera Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, (Major Materials)
Vehicle Detection System, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	EA	$750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, Radar or Bluetooth
Vehicle Detection System, Radar or Bluetooth

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, Magnetometer or In-Pavement Device
Vehicle Detection System, Magnetometer or In-Pavement Device

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	EA	$750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, V to X
Vehicle Detection System, V to X

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	EA	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, Component Replacement
Vehicle Detection System, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, Preventative Maintenance
Vehicle Detection System, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, (Major Materials)

Dynamic Message Sign, (Major Materials)

Cost Plus ZERO %

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	EA	$3,950.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Walk-In
Dynamic Message Sign, Walk-In

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	EA	$2,860.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Front Access (Type A)
Dynamic Message Sign, Front Access (Type A)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	EA	$2,860.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Front Access (Type B)
Dynamic Message Sign, Front Access (Type B)

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	EA	$2,300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Dedicated, VSL, Multipost Sign
Dynamic Message Sign, Dedicated, VSL, Multipost Sign

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Component Replacement
Dynamic Message Sign, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	EA	$750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Preventative Maintenance
Dynamic Message Sign, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Environmental Sensor, (Major Materials)

Environmental Sensor, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	EA	$1,650.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Environmental Sensor, Complete Install
Environmental Sensor, Complete Install

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	EA	$800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Enviromental Sensor, Component Replacement
Enviromental Sensor, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	EA	$350.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Enviromental Sensor, Preventative Maintenance
Enviromental Sensor, Preventative Maintenance

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Highway Advisory Radio, (Major Materials)
Highway Advisory Radio, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	EA	$1,650.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Highway Advisory Radio, Complete Install
Highway Advisory Radio, Complete Install

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	EA	$800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Highway Advisory Radio, Component Replacement
Highway Advisory Radio, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	EA	$350.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Highway Advisory Radio, Preventative Maintenance

COMMODITY / SERVICE INFORMATION

Highway Advisory Radio, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, (Major Materials)
Conduit Non-Metallic Exposed, (Major Materials)

Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	LNFT	$9.200000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 1 Inch
Conduit Non-Metallic Exposed, 1 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	LNFT	$9.450000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 1-1/4 Inch
Conduit Non-Metallic Exposed, 1-1/4 Inch

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	LNFT	$9.700000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 1-1/2 Inch
Conduit Non-Metallic Exposed, 1-1/2 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	LNFT	$9.800000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 2 Inch
Conduit Non-Metallic Exposed, 2 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	LNFT	$9.950000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 3 Inch
Conduit Non-Metallic Exposed, 3 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	LNFT	$10.100000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 4 Inch

Conduit Non-Metallic Exposed, 4 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	LNFT	$10.600000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 6 Inch
Conduit Non-Metallic Exposed, 6 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	LNFT	$3.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, Adder for 500 LF or Less
Conduit Non-Metallic Exposed, Adder for 500 LF or Less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	LNFT	$20.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, Adder for a bridge
Conduit Non-Metallic Exposed, Adder for a bridge installation

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, (Major Materials)
Conduit Rigid Metallic Galvanized, (Major Materials)

Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	LNFT	$10.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 1 Inch
Conduit Rigid Metallic Galvanized, 1 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	LNFT	$11.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 1-1/4 Inch
Conduit Rigid Metallic Galvanized, 1-1/4 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	LNFT	$12.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 1-1/2 Inch

COMMODITY / SERVICE INFORMATION
Conduit Rigid Metallic Galvanized, 1-1/2 Inch Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	LNFT	$13.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 2 Inch
Conduit Rigid Metallic Galvanized, 2 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	LNFT	$14.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 3 Inch
Conduit Rigid Metallic Galvanized, 3 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	LNFT	$15.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 4 Inch
Conduit Rigid Metallic Galvanized, 4 Inch

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	LNFT	$18.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 6 Inch
Conduit Rigid Metallic Galvanized, 6 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	LNFT	$3.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 500 LF or Less Adder
Conduit Rigid Metallic Galvanized, 500 LF or Less Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	LNFT	$20.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, Bridge Installation Adder
Conduit Rigid Metallic Galvanized, Bridge Installation Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, (Major Materials)

COMMODITY / SERVICE INFORMATION
Conduit Reinforced Thermosetting Resin, (Major Materials) Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	LNFT	$12.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 2 Inch w/Bullet
Conduit Reinforced Thermosetting Resin, 2 Inch w/Bullet resistant (.250" wall)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	LNFT	$13.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 3 Inch w/Bullet
Conduit Reinforced Thermosetting Resin, 3 Inch w/Bullet resistant (.250" wall)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	LNFT	$14.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit reinforced thermosetting resin 4 inch w/bullet resis
Conduit reinforced thermosetting resin 4 inch w/bullet resistant (.250 wall).

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	LNFT	$23.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD w/3 - 1.476 INCH "ID" Pre-Installed Inner Ducts and Bullet resistant (.250" wall)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	LNFT	$24.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD w/4 - 1.263 INCH "ID" Pre-Installed Inner Ducts and Bullet resistant (.250" wall)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 500 LF or Less Adder
Conduit Reinforced Thermosetting Resin, 500 LF or Less Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	LNFT	$20.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, Bridge Installation

Conduit Reinforced Thermosetting Resin, Bridge Installation Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Non-Metallic, (Major Materials)
Underground, Non-Metallic, (Major Materials)

Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	LNFT	$7.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 3 INCH Diameter Hole
Underground, Directional Bore Minimal 3 INCH Diameter Hole

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	LNFT	$17.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 5 INCH Diameter Hole
Underground, Directional Bore Minimal 5 INCH Diameter Hole

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	LNFT	$26.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 8 INCH Diameter Hole
Underground, Directional Bore Minimal 8 INCH Diameter Hole

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	LNFT	$32.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 10 INCH Diameter Hole
Underground, Directional Bore Minimal 10 INCH Diameter Hole

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	LNFT	$34.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground directional bore Minimum 12" diameter hole
Underground directional bore Minimum 12" diameter hole.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	LNFT	$38.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 18 INCH Diameter Hole

Underground, Directional Bore Minimal 18 INCH Diameter Hole

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Footage Adder for 3,200 LF or Less - Only
Underground, Bore Footage Adder for 3,200 LF or Less - Only to be used, in conjunction with Lines 87 - 92.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Footage Adder for a non-interstate install
Underground, Bore Footage Adder for a non-interstate installation - Only to be used, in conjunction with Lines 87 - 92.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Railhead Adder
Underground, Bore Railhead Adder - Only to be used, in conjunction with Lines 87 - 88.

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	LNFT	$45.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Rock hammer Adder
Underground, Bore Rock hammer Adder - Only to be used, in conjunction with Lines 87 - 88.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Railhead Adder
Underground, Bore Railhead Adder - Only to be used, in conjunction with Lines 89 - 90.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	LNFT	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Rock hammer Adder
Underground, Bore Rock hammer Adder - Only to be used, in conjunction with Lines 89 - 90.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Railhead Adder

Underground, Bore Railhead Adder - Only to be used, in conjunction with Lines 91 - 92.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	LNFT	$55.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Rock hammer Adder
Underground, Bore Rock hammer Adder - Only to be used, in conjunction with Lines 91 - 92.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	LNFT	$4.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Minimal 3 INCH wide Trench
Underground, Trench Minimal 3 INCH wide Trench

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	LNFT	$8.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Minimal 12 INCH wide Trench
Underground, Trench Minimal 12 INCH wide Trench

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	LNFT	$12.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Minimal 18 INCH wide Trench
Underground, Trench Minimal 18 INCH wide Trench

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	LNFT	$17.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Minimal 24 INCH wide Trench
Underground, Trench Minimal 24 INCH wide Trench

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	LNFT	$3.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Footage Adder for 2,000 LF or Less
Underground, Trench Footage Adder for 2,000 LF or Less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	LNFT	$1.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Footage

Underground, Trench Footage Adder for a non-interstate installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	LNFT	$45.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Rock Adder for rock trenching
Underground, Trench Rock Adder for rock trenching installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	LNFT	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow 1 Line 1 INCH Thru 2 INCH
Underground, Plow 1 Line 1 INCH Thru 2 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	LNFT	$6.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow 2 Line 1 INCH Thru 2 INCH
Underground, Plow 2 Line 1 INCH Thru 2 INCH

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	LNFT	$8.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow 3 Line 1 INCH Thru 2 INCH
Underground, Plow 3 Line 1 INCH Thru 2 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	LNFT	$8.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow 1 Line 2.5 INCH Thru 4.5 INCH
Underground, Plow 1 Line 2.5 INCH Thru 4.5 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow Footage Adder for 4,999 LF or Less
Underground, Plow Footage Adder for 4,999 LF or Less on an interstate installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow Footage Adder for a non-interstate

Underground, Plow Footage Adder for a non-interstate installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow Footage Adder for 4,999 LF or Less
Underground, Plow Footage Adder for 4,999 LF or Less a non-interstate installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	LNFT	$48.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow Rock Adder
Underground, Plow Rock Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, (Major Materials)
Conduit Sleeves, (Major Materials)

Cost Plus 5%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0	LNFT	$1.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves, 2 Inch, 2-Cell

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0	LNFT	$1.800000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves, 2 Inch, 3-Cell

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
119	0	LNFT	$1.850000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves, 4 Inch, 3-Cell

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
120	0	LNFT	$1.950000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve

Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves, 6 Inch, 3-Cell

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
121	0	LNFT	$1.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves Adder for 500 LF or less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
122	0	LNFT	$3.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves Adder for a bridge installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
123	0	LNFT	$1.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves Existing Conduit Adder for installation required in an existing conduit

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
124	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Aerial Messenger Wire, (Major Materials)
Aerial Messenger Wire, (Major Materials)

Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
125	0	LNFT	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Aerial Messenger Wire, 1/4 INCH
Aerial Messenger Wire, 1/4 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
126	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Aerial Messenger Wire, 3/8 INCH
Aerial Messenger Wire, 3/8 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
127	0	LNFT	$1.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Aerial Messenger Wire, Adder for 2,599 LF or less

Aerial Messenger Wire, Adder for 2,599 LF or less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
128	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, (Major Materials)
ITS & Hub Cabinet, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
129	0	EA	$900.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, ITS Cabinet Pole Mount
ITS & Hub Cabinet, ITS Cabinet Pole Mount

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
130	0	EA	$900.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, ITS Cabinet Base Mount
ITS & Hub Cabinet, ITS Cabinet Base Mount

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
131	0	EA	$1,000.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, Hub Cabinet Base Mount
ITS & Hub Cabinet, Hub Cabinet Base Mount

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
132	0	EA	$375.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, Component Replacement
ITS & Hub Cabinet, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
133	0	EA	$600.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, Preventative Maintenance
ITS & Hub Cabinet, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
134	0	EA	$1,450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (120/240V 100 Amp Single Phase Up

Electrical, Power Service (120/240V 100 Amp Single Phase Up to 12 Space Load Center)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
135	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (120/240V 200 Amp Single Phase Up
Electrical, Power Service (120/240V 200 Amp Single Phase Up to 24 Space Load Center)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
136	0	EA	$1,808.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (240/480V 100 Amp Single Phase 2
Electrical, Power Service (240/480V 100 Amp Single Phase 2 Space Load Center)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
137	0	EA	$1,880.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (240/480V 100 Amp Single Phase 6
Electrical, Power Service (240/480V 100 Amp Single Phase 6 Space Load Center)

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
138	0	EA	$1,925.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (240/480V 100 Amp Single Phase 12
Electrical, Power Service (240/480V 100 Amp Single Phase 12 Space Load Center)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
139	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Step Up or Step Down Transformer (Major Material
Electrical, Step Up or Step Down Transformer (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
140	0	EA	$900.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Step Up/Step Down Transformer Install
Electrical, Step Up/Step Down Transformer Install (Structure/Pole Mount)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
141	0	EA	$90.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Step Up/Step Down Transformer Install (Pad Mount

Electrical, Step Up/Step Down Transformer Install (Pad Mount)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
142	0	EA	$1,053.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Existing Electrical Power Service Modification
Electrical, Existing Electrical Power Service Modification (120/240V 100 Amp Single Phase)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
143	0	EA	$1,113.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Existing Electrical Power Service Modification
Electrical, Existing Electrical Power Service Modification (120/240V 200 Amp Single Phase)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
144	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Existing Electrical Power Service Modification
Electrical, Existing Electrical Power Service Modification (240/480V 100 Amp Single Phase)

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
145	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service Breakers (Major Materials)
Electrical, Power Service Breakers (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
146	0	LNFT	$1.830000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #14 AWG Stranded or Solid XHHW Copper Wire
Electrical, #14 AWG Stranded or Solid XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
147	0	LNFT	$1.900000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #12 AWG Stranded or Solid XHHW Copper Wire
Electrical, #12 AWG Stranded or Solid XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
148	0	LNFT	$2.050000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #10 AWG Stranded or Solid XHHW Copper Wire

Electrical, #10 AWG Stranded or Solid XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
149	0	LNFT	$2.630000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #8 AWG Stranded XHHW Copper Wire
Electrical, #8 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
150	0	LNFT	$2.770000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #6 AWG Solid Bare Tinned Copper Wire
Electrical, #6 AWG Solid Bare Tinned Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
151	0	LNFT	$3.040000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #6 AWG Stranded XHHW Copper Wire
Electrical, #6 AWG Stranded XHHW Copper Wire

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
152	0	LNFT	$3.900000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #4 AWG Stranded XHHW Copper Wire
Electrical, #4 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
153	0	LNFT	$4.140000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #3 AWG Stranded XHHW Copper Wire
Electrical, #3 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
154	0	LNFT	$4.870000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #2 AWG Stranded XHHW Copper Wire
Electrical, #2 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
155	0	LNFT	$4.780000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #2 Solid Bare Tinned Copper Wire

Electrical, #2 Solid Bare Tinned Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
156	0	LNFT	$5.070000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #1 AWG Stranded XHHW Copper Wire
Electrical, #1 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
157	0	LNFT	$5.860000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #1/0 AWG Stranded XHHW Copper Wire
Electrical, #1/0 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
158	0	LNFT	$6.850000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #2/0 AWG Stranded XHHW Copper Wire
Electrical, #2/0 AWG Stranded XHHW Copper Wire

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
159	0	LNFT	$9.620000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #4/0 AWG Stranded XHHW Copper Wire
Electrical, #4/0 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
160	0	LNFT	$1.250000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Wire Install Adder
Electrical, Wire Install Adder - Only to be used, in conjunction with Lines 146-159. Adder for 3,500 LF or less.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
161	0	EA	$10.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Wire Install Adder Bridge
Electrical, Wire Install Adder Bridge - Only to be used, in conjunction with Lines 146-159. Adder for a bridge installation.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
162	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole (Major Materials)

COMMODITY / SERVICE INFORMATION

Poles, Drill Shafts & Foundations; Pole (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
163	0	EA	$6,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Concrete (50 FT AGL)
Poles, Drill Shafts & Foundations; Pole Concrete (50 FT AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
164	0	EA	$7,620.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Concrete (75 FT AGL)
Poles, Drill Shafts & Foundations; Pole Concrete (75 FT AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
165	0	EA	$8,695.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Concrete
Poles, Drill Shafts & Foundations; Pole Concrete (100 FT AGL)

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
166	0	EA	$9,870.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Concrete
Poles, Drill Shafts & Foundations; Pole Concrete (120 FT AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
167	0	EA	$2,100.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Steel
Poles, Drill Shafts & Foundations; Pole Steel (21 FT or Less AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
168	0	EA	$2,415.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Steel
Poles, Drill Shafts & Foundations; Pole Steel (22 FT to 50 FT AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
169	0	EA	$4,400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Steel

Poles, Drill Shafts & Foundations; Pole Steel (51 FT or Greater AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
170	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Fiberglass Direct
Poles, Drill Shafts & Foundations; Pole Fiberglass Direct Bury (51 FT or Less AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
171	0	CUYD	$1,052.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Steel Foundation
Pole, Steel Foundation

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
172	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole/Tower, Special
Poles, Drill Shafts & Foundations; Pole/Tower, Special (Major Materials)

Cost Plus ZERO%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
173	0	EA	$1,350.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Wood (Class 3, 35 FT Penta or CCA)
Pole, Wood (Class 3, 35 FT Penta or CCA)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
174	0	EA	$1,475.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Wood (Class 3, 45 FT Penta or CCA)
Pole, Wood (Class 3, 45 FT Penta or CCA)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
175	0	CUYD	$1,700.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Drill Shaft Rock
Pole, Drill Shaft Rock Adder - Only to be used, in conjunction with Lines 163 - 171, 173 - 174. To be used when rock is encountered with any drill shaft or foundation.

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
176	0	CUYD	$775.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Drill Shaft Wet/Slurry Adder

Pole, Drill Shaft Wet/Slurry Adder - Only to be used, in conjunction with Lines 163 - 171. To be used when water or collapsing walls are encountered with any drill shaft or foundation.

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
177	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, (Major Materials)
Hub Building, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
178	0	EA	$4,302.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, Set
Hub Building, Set

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
179	0	CUYD	$5,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, Concrete Foundation
Hub Building, Concrete Foundation

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
180	0	EA	$375.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, Component Replacement
Hub Building, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
181	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, Preventative Maintenance
Hub Building, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
182	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator (Major Materials)
Backup Power, Generator (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
183	0	EA	$1,100.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Install (Up to 25KW)

Backup Power, Generator Install (Up to 25KW)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
184	0	EA	$1,150.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Install (26KW to 50KW)
Backup Power, Generator Install (26KW to 50KW)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
185	0	EA	$1,600.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Install (51KW or Greater)
Backup Power, Generator Install (51KW or Greater)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
186	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Fuel Source (Major Materials)
Backup Power, Generator Fuel Source (Major Materials)

Cost Plus ZERO%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
187	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Maintain
Backup Power, Generator Maintain

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
188	1	EA	$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, UPS (Major Materials)
Backup Power, UPS (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
189	0	EA	$500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, UPS Install ITS Cabinet
Backup Power, UPS Install ITS Cabinet

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
190	0	EA	$500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, UPS Install ITS Hub Cabinet

Backup Power, UPS Install ITS Hub Cabinet

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
191	0	EA	$500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, UPS Install Hub Building
Backup Power, UPS Install Hub Building

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
192	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Solar Equipment, (Major Materials)
Solar Equipment, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
193	0	EA	$2,125.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Solar Equipment, Install
Solar Equipment, Install

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
194	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Solar Equipment, Component Replacement
Solar Equipment, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
195	0	EA	$375.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Solar Equipment, Preventative Maintenance
Solar Equipment, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
196	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, (Major Materials)
Miscellaneous Infrastructure, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
197	0	EA	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Fusion Splicing

Miscellaneous Infrastructure, Fusion Splicing

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
198	0	EA	$48.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Connectors
Miscellaneous Infrastructure, Connectors

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
199	0	EA	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Fan out Kits
Miscellaneous Infrastructure, Fan out Kits

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
200	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Aerial 1 - 72 F
Miscellaneous Infrastructure, Splice Closure Aerial 1 - 72 Fiber

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
201	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Aerial 73 - 14
Miscellaneous Infrastructure, Splice Closure Aerial 73 - 144 Fiber

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
202	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Underground
Miscellaneous Infrastructure, Splice Closure Underground 1 - 72 Fiber

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
203	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Underground 73
Miscellaneous Infrastructure, Splice Closure Underground 73 - 144 Fiber

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
204	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Aerial Re-Entry

Miscellaneous Infrastructure, Splice Closure Aerial Re-Entry

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
205	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Underground
Miscellaneous Infrastructure, Splice Closure Underground Re-Entry

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
206	0	EA	$200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Riser Assembly
Miscellaneous Infrastructure, Riser Assembly

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
207	0	EA	$650.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F1
Miscellaneous Infrastructure, CommBox, Type F1

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
208	0	EA	$850.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F2
Miscellaneous Infrastructure, CommBox, Type F2

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
209	0	EA	$925.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F3
Miscellaneous Infrastructure, CommBox, Type F3

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
210	0	EA	$1,025.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F4
Miscellaneous Infrastructure, CommBox, Type F4

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
211	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F5

Miscellaneous Infrastructure, CommBox, Type F5

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
212	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Structure Mount Pull Box
Miscellaneous Infrastructure, Structure Mount Pull Box (24 In X 24 In X 12 In)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
213	0	EA	$425.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Structure Mount Pull Box
Miscellaneous Infrastructure, Structure Mount Pull Box (36 In X 36 In X 24 In)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
214	0	EA	$150.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Underground Pull Box
Miscellaneous Infrastructure, Underground Pull Box (11 In X 18 In X 12 In)

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
215	0	EA	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Fiber Marker Post
Miscellaneous Infrastructure, Fiber Marker Post

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
216	0	EA	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Frequency Locate Marker
Miscellaneous Infrastructure, Frequency Locate Marker

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
217	0	EA	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Frequency Locate Marker Adder
Miscellaneous Infrastructure, Frequency Locate Marker Adder for Commbox Lid

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
218	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Grounding Grid

Miscellaneous Infrastructure, Grounding Grid

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
219	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Grounding Grid for Rock Soils
Miscellaneous Infrastructure, Grounding Grid for Rock Soils (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
220	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Tower/Structure Space Lease (Major Materials)
Miscellaneous, Tower/Structure Space Lease (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
221	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Fiber or Copper Connection Lease
Miscellaneous, Fiber or Copper Connection Lease (Major Materials)

Cost Plus ZERO%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
222	0	EA	$1,400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Small ITS Device Removal
Miscellaneous, Small ITS Device Removal - Includes the labor and equipment for any ITS device removal. Excludes DMS, Structures, HAR Signs, Poles, Electrical Service, all underground facilities, radios over 40 FT AGL, and aerial fiber lines.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
223	0	EA	$2,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Large ITS Device Removal - Includes DMS
Miscellaneous, Large ITS Device Removal - Includes DMS, Structures, HAR Signs, and radios over 40 FT AGL. Excludes electrical service, all underground facilities, and aerial fiber lines.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
224	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Radio Device (Over 40 FT AGL) Removal
Miscellaneous, Radio Device (Over 40 FT AGL) Removal - Includes Radios over 40 FT AGL. Excludes electrical service, all underground facilities, and aerial fiber lines.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
225	0	EA	$4,600.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and

Miscellaneous, Pole/Structure Removal
Miscellaneous, Pole/Structure Removal - Includes Poles and Structures. Excludes Hub Buildings.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
226	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Underground Fiber/Electrical Conductor
Miscellaneous, Underground Fiber/Electrical Conductor Removal - Includes underground fiber cable, splice enclosure removal, and electrical conductor.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
227	0	LNFT	$10.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Underground Raceway Removal
Miscellaneous, Underground Raceway Removal - Includes the complete removal of the conduit raceway from the right-of-way.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
228	0	EA	$250.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Underground Pullbox/Manhole Removal
Miscellaneous, Underground Pullbox/Manhole Removal - Includes the complete removal and backfill of pullboxes and manholes.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
229	0	LNFT	$800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Aerial Facilities Removal
Miscellaneous, Aerial Facilities Removal - Includes all aerial facilities. Excludes pole removal.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
230	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Electrical service Removal
Miscellaneous, Electrical service Removal - Include the removal of the electrical power service, rack, and wood pole.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
231	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Concrete (Major Materials)
Site Infrastructure, Concrete (Major Materials)

Cost Plus 1 (one)%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
232	0	SQYD	$64.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Concrete Pad Form 6 INCH

Final

Site Infrastructure, Concrete Pad Form 6 INCH Thickness or Less

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
233	0	LNFT	$68.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Fence
Site Infrastructure, Fence

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
234	0	EA	$720.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Gate
Site Infrastructure, Gate

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
235	0	LNFT	$3.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Silt Fence
Site Infrastructure, Silt Fence

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
236	0	TON	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Gravel #57 Stone
Site Infrastructure, Gravel #57 Stone

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
237	0	TON	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, #810 Crushed Agg Base
Site Infrastructure, #810 Crushed Agg Base

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
238	0	TON	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Washed Sand
Site Infrastructure, Washed Sand

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
239	0	SQYD	$95.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Concrete & Asphalt Removal

Concrete & Asphalt Removal - Includes removal and disposal of concrete and/or asphalt.

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
240	0	CUYD	$100.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Debris Removal
Debris Removal - Includes removal and disposal of debris on the right-of-way.

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
241	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Single Lane Closure State Non-Interstate
Traffic Control, Single Lane Closure State Non-Interstate

Materials

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
242	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Single Lane Closure Interstate
Traffic Control, Single Lane Closure Interstate

Materials

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
243	0	EA	$2,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Double Lane Closure State Non-Interstate
Traffic Control, Double Lane Closure State Non-Interstate

Materials

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
244	0	EA	$2,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Double Lane Closure Interstate
Traffic Control, Double Lane Closure Interstate

Materials

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
245	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Diversion
Traffic Control, Diversion

Materials

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
246	0	EA	$1,000.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, MOT (Maintenance of Traffic)

Traffic Control, MOT (Maintenance of Traffic)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
247	0	HOUR	$60.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Traffic Control, Uniform Police Officer
Traffic Control, Uniform Police Officer - Includes furnishing a uniformed police officer for assistance with Lane closures, maintenance of traffic and/or detours.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
248	0	DAY	$1,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Traffic Control, Attenuator Truck
Traffic Control, Attenuator Truck - Includes truck and operator.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
249	0	DAY	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Traffic Control, Portable Changeable Message Board
Traffic Control, Portable Changeable Message Board - Includes sign, delivery to site, and programing.

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
250	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Project Site Visit
Technical Services, Project Site Visit

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
251	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Project Design
Technical Services, Project Design

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
252	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Communication Diagnostic Time
Technical Services, Communication Diagnostic Time

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
253	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Electrical Diagnostic Time

Technical Services, Electrical Diagnostic Time

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
254	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, 811 Locate On Call
Technical Services, 811 Locate On Call

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
255	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, After Hours, Weekends, and Holiday's
Technical Services, After Hours, Weekends, and Holiday's Call Out

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
256	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, State of Alabama Licensed Electrician
Technical Services, State of Alabama Licensed Electrician

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
257	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, ITS Technician
Technical Services, ITS Technician

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
258	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Network Engineer/Technician
Technical Services, Network Engineer/Technician (Must have at least 5 years experience in network construction and maintenance.)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
259	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Fiber Technician
Technical Services, Fiber Technician (ETA, IMSA, or FOA Certified)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
260	0	HOUR	$135.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Traffic Signal IMSA Level II Technician

Technical Services, Traffic Signal IMSA Level II Technician

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
261	0	HOUR	$210.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Project Manager
Technical Services, Project Manager (Must have 5 years or more experience in the ITS field.)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
262	0	HOUR	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Certified Tower Climber
Technical Services, Certified Tower Climber

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
263	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FAMS Annual ITS WAN Connection (Major Materials)
FAMS Annual ITS WAN Connection (Major Materials)

Cost Plus ZERO%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
264	0	MI	$2,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FAMS Field Communication Data Collection
FAMS Field Communication Data Collection

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
265	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FAMS Field Device/Site Collection Entry
FAMS Field Device/Site Collection Entry

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
266	0	EA	$13,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FAMS Help Desk Region Operational Fee
FAMS Help Desk Region Operational Fee

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
267	0	EA	$900.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
811 Locate Annual Region Connection Fee

811 Locate Annual Region Connection Fee

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
268	0	EA	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
811 Locate Region Ticket Process Fee
811 Locate Region Ticket Process Fee

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
269	0	MI	$750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
811 Locate
811 Locate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
270	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
DMS Daily Rate
DMS Daily Rate

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
271	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV Daily Rate
CCTV Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
272	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection (Non-Intrusive) Daily Rate
Vehicle Detection (Non-Intrusive) Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
273	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection (Intrusive Non-Interstate) Daily Rate
Vehicle Detection (Intrusive Non-Interstate) Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
274	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection (Intrusive Interstate) Daily Rate

Vehicle Detection (Intrusive Interstate) Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
275	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CMES Daily Rate
CMES Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
276	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
AMES Daily Rate
AMES Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
277	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FMES Daily Rate
FMES Daily Rate

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
278	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Endpoint Radio Daily Rate
Endpoint Radio Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
279	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backhaul Radio Daily Rate
Backhaul Radio Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
280	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Cellular Modem Daily Rate
Cellular Modem Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
281	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS Cabinet Daily Rate

ITS Cabinet Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
282	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS Hub Cabinet Daily Rate
ITS Hub Cabinet Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
283	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS Hub Building Daily Rate
ITS Hub Building Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
284	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Environmental Sensor Daily Rate
Environmental Sensor Daily Rate

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
285	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
HAR Radio Daily Rate
HAR Radio Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
286	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Generator Daily Rate
Generator Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
287	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
UPS Daily Rate
UPS Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
288	0	MI	$1,750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Network Plant Maintain Per Mile Rate

COMMODITY / SERVICE INFORMATION
Fiber Network Plant Maintain Per Mile Rate Labor & Equipment

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:

Purchasing Director

APPROVALS			
Date	**Status Before**	**Status After**	**Approver**

Final

TERMS AND CONDITIONS

Price Increase:
At the renewal of each contract period, up to a 5% price increase may be allowed, if agreed upon by both the contract vendor and the State of Alabama. The request for a price increase must have justifiable proof in writing and be submitted to the State of Alabama sixty (60) days prior to renewal date. Justifiable proof may be copies of materials, fuel, or labor costs increase over the current year of the contract. Any price increase allowed will be based on a percentage difference of the current contract price in effect and must not exceed 5%. Any price resulting from an agreed upon increase, must be firm for the next 12 month period of the contract.

Liability Insurance:
Vendor should submit with their bid proof of liability insurance in the amount of $1,000,000.00 per occurrence, 2,000.000.00 aggregate. In addition, vendor should submit with their bid proof of workman's compensation insurance sufficient to satisfy all legal requirements of the State of Alabama. If awarded the contract, these insure must remain in effect for the entire period of the contract including each of the contract renewal periods. Failure to provide the insurance documents with your bid will delay the bid evaluation and award process.

Contract period:
Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Firm Pricing:
All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

Payment:
The State of Alabama pays thirty (30) days in arrears after receipt of invoice.

Quality of materials and labor:
Materials used that are not otherwise specified shall be the kind and quality consistent with the trade practice for such work and shall comply with all local codes. All labor shall be well experienced in this type work and it shall be completed in a professional manner.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for annual renewal of 150 NetMotion network security software licenses for MIT .
General fund.

Amount of Contract:

$16,179.50

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20240326 CDW Agenda Package POs	Cover Memo	3/26/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/28/2024 - 2:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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
6986	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF 150 NETMOTION NETWORK SECURITY SOFTWARE LICENSES (EXEMPT AS SOFTWARE, PRICE BELOW BID REQUIRMENT)	$16,179.50	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00006911-00 FY 2024
MUNICIPAL GARAGE	PO 24006336
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	sean.clark@cityofmobile.org
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	JOHN EVANS

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	NGPO#:PO-06598			
	this and req 6356 are for the same item, total is over the bid law			
	based on Bid number 5725 opened on 9-2-2022, pricing is remaining the same.			
	processing as a sole source as we only got 1 response to the se parts on Bid #5725			
001	02594-VERTICAL MAST ASSY - 132265	1.00 EACH	24176.36000	24176.36
	Additional Description Notes			
	ESTIMATE NUMBER 01003923, 3/22/24			
	this and req 6356 are for the same item, total is over the bid law			
	based on Bid number 5725 opened on 9-2-2022, pricing is remaining the same.			
	processing as a sole source as we only got 1 response to the se parts on Bid #5725			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			24176.36

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To

Bill To	Requisition 00006911-00 FY 2024
MUNICIPAL GARAGE	PO 24006336
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	sean.clark@cityofmobile.org
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	JOHN EVANS

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			24176.36

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	24176.36	15653312.63

MOTOR POOL EXP REPAIR PARTS

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

Activity	Date	Clerk	Comment
Approved	03/25/24	CHARLES SUMRALL	
Approved	03/26/24	SHONNDA SMITH	
Approved	03/26/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	03/26/24	DONALD ROSE	Auto approved by: 9105spam
Approved	03/26/24	SANDRA LEWIS	Auto approved by: 9105spam
Approved	03/26/24	STEVEN KRONINGER	Auto approved by: 9105spam
Approved	03/26/24	SAMANTHA COOLEY	Auto approved by: 9105spam
Approved	03/26/24	JOHN PAINE	Auto approved by: 9105spam
Approved	03/26/24	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc replacement vertical mast assembly for 2021 New Way garbage truck.
Motor Pool expense.

Amount of Contract:

$24,176.36

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20240326 Sansom Agenda Package POs	Cover Memo	3/26/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/28/2024 - 2:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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
6911	2024	(2050) FLEET MANAGEMENT-GARAGE	REPLACEMENT VERTICAL MAST ASSEMBLY FOR 2021 NEW WAY GARBAGE TRUCK (SEALED BID 5725, SOLE SOURCE)	$24,176.36	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00006911-00 FY 2024
MUNICIPAL GARAGE	PO 24006336
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	sean.clark@cityofmobile.org
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	JOHN EVANS

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	NGPO#:PO-06598			
	this and req 6356 are for the same item, total is over the bid law			
	based on Bid number 5725 opened on 9-2-2022, pricing is remaining the same.			
	processing as a sole source as we only got 1 response to the se parts on Bid #5725			
001	02594-VERTICAL MAST ASSY - 132265	1.00 EACH	24176.36000	24176.36
	Additional Description Notes			
	ESTIMATE NUMBER 01003923, 3/22/24			
	this and req 6356 are for the same item, total is over the bid law			
	based on Bid number 5725 opened on 9-2-2022, pricing is remaining the same.			
	processing as a sole source as we only got 1 response to the se parts on Bid #5725			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			24176.36

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To

Bill To	Requisition 00006911-00 FY 2024
MUNICIPAL GARAGE	PO 24006336
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	sean.clark@cityofmobile.org
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	JOHN EVANS

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			24176.36

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	24176.36	15653312.63

MOTOR POOL EXP REPAIR PARTS

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

Activity	Date	Clerk	Comment
Approved	03/25/24	CHARLES SUMRALL	
Approved	03/26/24	SHONNDA SMITH	
Approved	03/26/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	03/26/24	DONALD ROSE	Auto approved by: 9105spam
Approved	03/26/24	SANDRA LEWIS	Auto approved by: 9105spam
Approved	03/26/24	STEVEN KRONINGER	Auto approved by: 9105spam
Approved	03/26/24	SAMANTHA COOLEY	Auto approved by: 9105spam
Approved	03/26/24	JOHN PAINE	Auto approved by: 9105spam
Approved	03/26/24	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5725

PARTS, SIDE LOADER GARBAGE TRUCK

	SANSOM EQUIPMENT	RUSH TRUCK CENTER
ASSY, VERT MAST, NEW WAY #132265	$24,376.00	--
HARNESS, BODY, NEW WAY MA #121567	$1,208.00	--
HARNESS ETR CNT MDL WRG, CUMMINS #5590369	--	$850.00
HARNESS – CAB ALLISON, PETERBILT #S92-6061-001	--	$699.88
HARNESS – CHASSIS ALLISON, PETERBILT #P92-7433	--	$675.25
HARNESS – ENG PX-9, PACCAR #P92-9241-0022100	--	$2,275.50

**WARD INTERNATIONAL TRUCKS – NO BID

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 004

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
8/29/2022	5725	GARAGE	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 2, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	PARTS, SIDE LOADER GARBAGE TRUCK					
1-3	ASSY, VERT MAST, NEW WAY #132265 MAKE_____MODEL_____					
1-3	HARNESS, BODY, NEW WAY MA #121567 MAKE_____MODEL_____					
1-3	HARNESS ETR CNT MDL WRG, NEW WAY #5590369 MAKE_____MODEL_____					
1-3	HARNESS – CAB ALLISON, PETERBILT #S92-6061-001 MAKE_____MODEL_____					
1-3	HARNESS – CHASSIS ALLISON, PETERBILT #P92-7433 MAKE_____MODEL_____					
1-3	HARNESS – ENG PX-9, PETERBILT #P92-9241-0022100 MAKE_____MODEL_____					
	ALL PRICES TO BE DELIVERED PRICING, FOB MOBILE. PLEASE QUOTE YOUR PRICES IN THE UNIT SPECIFIED IN THE BID. UPON AWARD, THE CITY WILL PURCHASE MINIMUM QUANTITIES.					
	Page 1 of 2		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Pricing to be good for 90 days after award.

All prices quoted are to be delivered prices F.O.B Mobile

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM BASIS

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for annual renewal of citywide Microsoft 365, Power BI, Project & Teams software subscriptions for MIT. General fund.

Amount of Contract:

$400,826.12

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20240322 SHI Agenda Package POs	Cover Memo	3/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/28/2024 - 2:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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
6855	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF CITYWIDE MICROSOFT 365, POWER BI, PROJECT & TEAMS SOFTWARE SUBSCRIPTIONS FOR MIT (AL STATE CONTRACT, BID EXEMPT AS SOFTWARE)	$400,826.12	(272641) SHI INTERNATIONAL CORP

Adopted:

_____

City Clerk

Bill To	Requisition 00006855-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	DEIDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PRICE PER STATE OF ALABAMA CONTRACT MA230000003919 AND YOUR QUOTE #24618423. YEAR 1 RENEWAL OF A 4 YEAR AGREEMENT.			
	PER STATE OF ALABAMA SOFTWARE EXEMPTION CODE 41-16-51(a)(8).			
001	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	1200.00 EACH	100.32000	120384.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			120384.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES			
	Deliver To MIT 651 CHURCH STREET			

Bill To	Requisition 00006855-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	DEIDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
002	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	900.00 EACH	250.44000	225396.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			225396.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	M365 G5 GCC Sub Per User Microsoft - Part#: AAL-45735 Contract Name: NASPO SOFTWARE VALUE ADDED	6.00 EACH	620.52000	3723.12

Bill To	Requisition 00006855-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	DEIDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			3723.12
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 1200 $28.68 $34,416.00 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below -	1200.00 EACH	28.68000	34416.00

Bill To	Requisition 00006855-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Year 1			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			34416.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	30.00 EACH	92.40000	2772.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			2772.00

Bill To	Requisition 00006855-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	6.00 EACH	277.56000	1665.36
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1665.36

Bill To	Requisition 00006855-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	DEIDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
007	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	2100.00 EACH	0.00000	0.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			.00

Bill To	Requisition 00006855-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	DEIDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
008	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	12.00 EACH	138.84000	1666.08
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			1666.08

Bill To	Requisition 00006855-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	DEIDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
009	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	80.00 EACH	128.16000	10252.80
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			10252.80

Bill To	Requisition 00006855-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 9

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
010	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) 28 $19.67 $550.76 Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	28.00 EACH	19.67000	550.76
1	1000.10.23.5000.5000.5000.0000.0000.42115.			550.76

Bill To	Requisition 00006855-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	DEIDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
DEIDRA STATES

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 400826.12

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	400826.12	937723.87
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	03/22/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	03/22/24	SCOTT KEARNEY	
Approved	03/22/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	03/22/24	DONALD ROSE	Approved by: 9105fola
Approved	03/22/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	03/22/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	03/22/24	SAMANTHA COOLEY	Auto approved by: 910516727

Bill To	Requisition 00006855-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	DEIDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 03/22/24 JOHN PAINE		Auto approved by: 910516727	
	Approved 03/22/24 MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Contract: MA230000003919 - Software, Valued Added Reseller

Contract Header

Contract
Software, Valued Added Reseller

Type
Master Agreement

Supplier
SHI INTERNATIONAL CORP

Contract Code
MA230000003919

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Jennifer	Loretz	jennifer.loretz@purchasing.alabama.gov	334-242-7370

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
SouthEastTeamGov@shi.com	SHI PO Contact	SouthEastTeamGov@SHI.com	800-715-3197
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388

5 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
4/1/2023

End Date
4/24/2027

Documents

- State of Alabama PA(031623).docx.pdf
- Cost Plus pricing NASPO SVAR - Alabama.pdf

Items

Item Name	Product Code	UOM
Software	230000003919-01	Each
Software, consumption based only	230000003919-02	USD
SHI PunchOut	shi	Each

DocuSign Envelope ID: B676C2F5-A5AA-4658-96DD-38FBB45829A3

NASPO ValuePoint

PARTICIPATING ADDENDUM

SOFTWARE VALUE ADDED RESELLER (SVAR) LED BY THE STATE OF ARIZONA

Master Agreement #: CTR060028

Contractor: SHI International Corp

Participating Entity: **STATE OF ALABAMA ("STATE")**

This Participating Addendum ("PA") is entered into by Contractor and Participating Entity ("PE") (collectively, the "Parties").

Scope and Participation:

1. Scope:

   ☒ This PA includes the entire scope of the products and services available through the Master Agreement ("MA") referenced above.

   ☐ This PA includes the entire scope of the products and services available through the MA referenced above, except the following:

Any scope exclusions specified herein apply only to this PA and shall not amend or affect other PA or the MA itself.

2. Participation: This PA covers participation of PE in the above-referenced MA between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This PA may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official (CPO).

3. Term:

   ☒ This PA shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the MA, as amended, unless the PA is terminated sooner in accordance with the terms set forth herein.

   ☐ This PA shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the PA exceed the term of the MA, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this PA:

DocuSign Envelope ID: B676C2F5-A5AA-4658-96DD-38FBB45829A3

CONTRACTOR:

Name:	SHI International Corp.
Address:	290 Davidson Ave
Telephone:	732-584-8227
Fax:	
Email:	Naspo_svar@shi.com

PARTICIPATING ENTITY:

Name:	Jennifer Loretz, Senior Buyer
Address:	100 N. Union Street, Ste 192, Montgomery, AL 36130
Telephone:	334-242-7250
Fax:	
Email:	Jennifer.loretz@purchasing.alabama.gov

5. PE Modifications and Additions to the MA

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between PE and Contractor and shall not amend or affect other PA or the MA itself.

☐ This PA incorporates all terms and conditions of the MA as applied to the PE and Contractor.

☒ This PA incorporates all terms and conditions of the MA as applied to the PE and Contractor, **subject to the following limitations, modifications, and additions:**

a. Mutually Exclusive Categories:

The checked boxes below indicate software publisher categories that the State will allow Contractor to offer. The checked categories are subject to the State providing notice, at its sole discretion and determination, to Contractor that Contractor may not provide a Publisher or product for offer to any one or more contract users.

☒ Category 1 – General Software
☒ Category 2 – Microsoft-only software
☐ Category 3 – Oracle-only software

b. Mandatory Source:

For the supplies and services which Contractor provides through this contract, State agencies must purchase through this contract and may not use any other source except in an emergency. Notwithstanding the foregoing, this provision shall not be construed to preclude Contractor from responding to other procurement solicitations issued by the State or any of its agencies or political subdivisions and shall not preclude Purchasing Entities from purchasing through other

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NASPO Software Value Added Reseller cooperative contracts with active State of Alabama participating addenda. Political subdivisions, local government agencies, and public educational institutions may purchase products or services via this Agreement at their discretion. If such entities purchase from this Agreement, they shall be considered Purchasing Entities as defined in the Master Agreement and will be responsible for ensuring compliance with all applicable laws and regulations. Contractor must interface with those Purchasing Entities directly and offer awarded contract pricing or better.

c. Access to Products and Services Require State CIO Approval:
State executive branch agencies which are subject to the authority and prior approval of the Alabama Secretary of Information Technology, in his or her role as State Chief Information Officer (CIO), must obtain such approval prior to making purchases. Depending upon the architecture of any particular implementation at such executive branch agencies, approval may be dependent upon compliance with State of Alabama IT Policies, which are posted at https://oit.alabama.gov/governance-library/ and which may be subject to change at OIT's discretion.

Contractor will provide, within 10 business days prior to issuance of a quote or purchase order, email notice to PE Primary Contact and contracts@oit.alabama.gov of any State contract user making an inquiry or request to Contractor for Contractor to negotiate with the purpose of adding to the online catalog: (a) a new (no previous established with Contractor-Publisher) Publisher relationship and corresponding products or services or (b) an existing Publisher for a new product or service. Contractor may offer the (a) or (b) addition to State contract users upon State providing written approval, which may be revoked by State CPO or CIO at any time.

d. Shared Notices:
During the life of this contract, Contractor will provide to the PE Primary Contact email in Section 4 and to contracts@oit.alabama.gov an email, at the same time such action occurs, of all notices or communications produced for or delivered to the Lead State Contract Administrator (LSCA).

e. Multiple SVAR contractors:
Contractor understands and acknowledges that the State intends to pursue and contract with multiple SVAR contractors. Where applicable or deemed advantageous to the State, the State at its sole determination, may designate, to one or any number of contractors having first an executed State PA, a particular Category or Publisher or product that Contractor will then serve as its sole or limited Reseller for enrollment, subscription, licensing, maintenance, or support agreements and for a defined or continuous basis. If a Contractor is limited from offering any of the above, the State will notify the Contractor.

f. Choice of Law, Venue:
This PA and all agreements relating to purchases or leases resulting therefrom will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

g. Immigration:

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By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Verification of enrollment in the E-verify program will be required prior to any award to a supplier who employs one or more employees within the State of Alabama. Failure to provide documentation within 5 calendar days of **notification will result in the rejection** of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

h. Open Trade/No Boycott:

For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

i. Dispute Resolution:

In the event of any dispute between the parties arising from this PA and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, Contractor's sole remedy is the filing of a claim with the Alabama State Board of Adjustment. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

j. Conflict of Law:

If any provision of this PA shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the PA shall be deemed null and void.

k. No Indemnification:

Contractor acknowledges and agrees that, under the terms of this PA and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason.

l. Assignment:

Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

m. Not to Constitute a Debt to the State:

The terms and commitments contained in this MA shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

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n. Disclosure Statement:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

o. Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 2.0% (0.02) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the MA number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov and contracts@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and MA number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th
January, February, March – Due by April 20th
April, May, June – Due by July 20th
July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

p. Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

q. Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

r. Non-appropriation of funds:

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Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

s. Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

t. State Purchasing Vendor Expo:

Contract holders are required to attend the Vendor Expo in the initial year of this agreement (2023). Participation is optional for the remainder of the contract term.

u. Vendor Management Program:

The Office of Information Technology ("OIT") operates an OIT vendor management program for certain vendors. Contractor will participate in the vendor management program upon invitation by OIT, which may be made or adjusted by OIT in its sole and absolute discretion. In such event, Contractor's participation will be subject to a mutually agreed written amendment to this Addendum describing the program and the parties' obligations associated with the program.

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in PE's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this PA. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the MA.

7. Orders: Any order placed by PE or a Purchasing Entity for a product or service offered through this PA shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the MA unless the parties to the order agree in writing that another contract or agreement applies to the order.

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IN WITNESS WHEREOF, the Parties have executed this PA.

PARTICIPATING ENTITY	**CONTRACTOR**
Signature:	Signature: DocuSigned by: Kristina Mann EA418E789F09404...
Name: Christine Cook	Name: Kristina Mann
Title: Chief Procurement Officer	Title: Sr. Manager-Contracts
Date:	Date: 3/16/2023

For questions regarding NASPO ValuePoint PA, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint PA must be submitted via email in PDF format to pa@naspovaluepoint.org.

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) - Maximum Markup on Reseller's invoiced cost Pricing
State of Alabama
Contract# CTR060028

Publisher	Maximum Markup on Reseller's invoiced cost
All publishers except Microsoft	
Tier I Publishers (Key Itemized Publishers)	
Adobe	5.00%
CA Technologies	4.50%
Cisco	5.50%
Commvault	5.00%
IBM	4.50%
Red Hat	5.50%
Splunk	5.50%
Tableau	5.50%
Veeam	5.00%
VMWare	5.50%
Tier II Publishers (Other Itemized Publishers)	
Autodesk	5.00%
Barracuda Networks	4.00%
BMC Software	5.50%
Check Point Software	6.50%
Cherwell	4.00%
Citrix	6.50%
Chatsworth Products (CPI)	4.00%
Crowdstrike	6.50%
Dell	5.50%
Delphix	4.00%
Docusign	6.50%
Dynatrace	5.50%
Forcepoint	5.00%
Fortinet	6.50%

Google	6.00%
Informatica	5.50%
Ivanti	5.50%
Knowbe4	5.50%
Mcafee	5.50%
Micro Focus	5.50%
Mulesoft	4.00%
Netmotion	5.50%
Okta	5.50%
Opentext	5.50%
Progress Software	4.00%
Proofpoint	6.50%
Quest Software	5.50%
Rapid7	5.50%
RSA Security	5.00%
Salesforce	6.50%
SAP	5.50%
Solarwinds	5.50%
Sophos	6.00%
Spillman	4.00%
Symantec	5.50%
Tenable	5.50%
Trend Micro	5.50%
Varonis	5.50%
Veritas	5.50%
Zoho	5.50%
Non-itemized Publishers	
All other publishers	8.00%

General Services (excluding Microsoft)	**Maximum Markup on Reseller's invoiced cost**
Publisher provided Services	22.00%
Other 3rd party provided services	22.00%
Other SHI provided services	22.00%

Microsoft Offerings	Maximum Markup on Reseller's invoiced cost
Itemized Microsoft Offerings	
EMS E5	3.00%
G1	3.00%
G2	3.00%
G3	3.00%
G5	3.00%
Govt E4	3.00%
Advanced Threat Protection	3.00%
Power BI	3.00%
Exchange Online	3.00%
Kiosk F3 Now	3.00%
Dynamics	3.00%
PowerApps	3.00%
Project Online	3.00%
Azure	4.00%
All Other Microsoft Offerings	
SaaS	3.00%
On-Premise	3.00%
Resold In-scope Professional Services	
- Ongoing maintenance & support services not included in software license agreement	3.00%
- Deployment services	3.00%
- Architectural design services	3.00%
- Training deployment services	3.00%
All other resold in-scope professional services	3.00%

Microsoft Services	Maximum Markup on Reseller's invoiced cost
Microsoft provided Services	22.00%
Other 3rd party provided services	22.00%
Other SHI provided services	22.00%

Microsoft Premier Support Agreement	7.00%

Reseller Services (General and Microsoft)	**Hourly Rate**
Asset Management	$300.00
Solutions Architect	$225.00
Senior Solutions Architect	$250.00
Program Engagement Manager	$125.00
Project Leader	$125.00
Project Manager	$125.00
Senior Project Manager	$175.00
All Other In-Scope Reseller Services	$300.00

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one Ford F150 supercrew 4x2 pickup truck for Inspection Services.
Motor Pool capital.

Amount of Contract:

$37,652.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20240322 Stivers Agenda Package POs	Cover Memo	3/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/28/2024 - 2:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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
6655	2024	(F7000) MOTOR POOL	FORD F150 SUPERCREW 4X2 PICKUP TRUCK FOR INSPECTION SERVICES (AL STATE CONTRACT)	$37,652.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00006655-00 FY 2024
ACCOUNTS PAYABLE	PO 24006217
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	MUNICIPAL GARAGE
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/18/24	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2023 OR NEWER FORD F150 SUPERCREW 4X2 PICKUP TRUCK AS FOLLOWS: 3.3L V6 ENGINE, 10-SPD AUTO, 4x2, 145"WHEELBASE, 5.5' BED, POWER WINDOWS, STIVERS VALUE PKG #1, OXFORD WHITE, 40/20/40 FRONT & REAR SEAT-MEDIUM DARK SLATE GRAY AS PER STATE OF ALABAMA CONTRACT T-191 MA 220000003128-4 MODEL W1C DELIVERED TO CITY OF MOBILE MUNICIPAL GARAGE 770 GAYLE STREET MOBILE ALABAMA	1.00 EACH	37308.00000	37308.00

Additional Description Notes

2023 OR NEWER FORD F150 SUPERCREW 4X2 PICKUP TRUCK AS FOLLOWS: 3.3L V6 ENGINE, 10-SPD AUTO, 4x2, 145"WHEELBASE, 5.5' BED, POWER WINDOWS, POWER DOOR LOCKS W/INTERGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUIS CONTROL, BLACK VINYL FLOORING, 17" SILVER STEEL WHEELS, STIVERS PREMIUM VALUE PACKAGE#1, Y2, OXFORD WHITE, AS VINYL 40/20/40 FRONT & REAR SEAT-MEDIUM DARK SLATE GRAY

AS REQUESTED BY INSPECTION SERVICES-DEPT.5530

1	7000.40.20.0000.0000.2070.0000.0000.47120.		
	E MP03040 .VEHICLEEXP. .		37308.00

Bill To	Requisition 00006655-00 FY 2024
ACCOUNTS PAYABLE	PO 24006217
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC	MUNICIPAL GARAGE
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/18/24	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	FREIGHT	1.00 EACH	344.00000	344.00
	Additional Description Notes --- DELIVERY PER STATE CONTRACT PROVISIONS FOR 2.00/MILE ONE WAY Vendor Item Inventory Item/Loc 14009			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03040 .VEHICLEEXP. .			344.00

Bill To	Requisition 00006655-00 FY 2024
ACCOUNTS PAYABLE	PO 24006217
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MUNICIPAL GARAGE
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/18/24	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 37652.00

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

Account	Amount	Remaining Budget
E MP03040 .VEHICLEEXP. .	37652.00	27670.46

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	37652.00	15692761.35

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	03/19/24	CHARLES SUMRALL	
Approved	03/20/24	SHONNDA SMITH	Auto approved by: 910518787
Approved	03/20/24	CHERI BOUCHER	Approved

Bill To	Requisition 00006655-00 FY 2024
ACCOUNTS PAYABLE	PO 24006217
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	MUNICIPAL GARAGE
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/18/24	292393				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/21/24	DONALD ROSE		Auto approved by: 9105paij	
	Approved	03/21/24	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	03/21/24	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	03/21/24	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	03/21/24	JOHN PAINE			
	Approved	03/21/24	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Contract: MA220000003128 - Ford Fleet T191 Stivers Ford

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2024

Documents

- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx
- Master_Agreement_V1.pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Stivers Ford Disclosure and E Verify.pdf

Items

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	33,098.00	Each
Ford Maverick	220000003128-6	24,352.00	Each
Ford Transit Cargo Van	220000003128-10	42,035.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	41,617.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	39,367.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,810.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,301.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,301.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,301.00	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to TimeClock Plus LLC for annual renewal of TimeClock Plus timekeeping software subscriptions supporting various departments for MIT.
General fund.

Amount of Contract:

$33,632.66

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20240322 Timeclock Agenda Package PO	Cover Memo	3/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/28/2024 - 2:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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
5443	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF TIMECLOCK PLUS TIMEKEEPING SOFTWARE SUBSCRIPTIONS SUPPORTING VARIOUS DEPTS FOR MIT (BID EXEMPT AS SOFTWARE)	$33,632.66	(295232) TIMECLOCK PLUS LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00005443-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/15/24	295232	02/20/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER INVOICE #00322548. CUSTOMER #A194089-567964. RENEWAL OF EXISTING LICENSE. STATE OF ALABAMA SOFTWARE EXECEPTION CODE 41-16-51(a)(8).			
001	TIMECLOCK PLUS PROFESSIONAL ANNUAL CLOCKABLE EMPLOYEE LICENSE 02/26/2024-02/25/2025 PD NCPA CONTRACT #11-27. TimeClock Plus Professional Annual Clockable Employee License 02/26/2024-02/25/2025	30.00 EACH	42.07000	1262.10
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1262.10

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Bill To	Requisition 00005443-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/15/24	295232	02/20/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	TimeClock Plus Professional Annual Clockable Employee License 02/26/2024-02/25/2025	34.00 EACH	40.07000	1362.38
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			1362.38
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	TimeClock Plus Professional Annual Clockable Employee License 02/26/2024-02/25/2025	318.00 EACH	40.07000	12742.26
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			12742.26

Bill To	Requisition 00005443-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/15/24	295232	02/20/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	TimeClock Plus Professional Annual Clockable Employee License 02/26/2024-02/25/2025	718.00 EACH	25.44000	18265.92
1	1000.10.23.5000.5000.5000.0000.0000.42115.			18265.92
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To	Requisition 00005443-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
TIMECLOCK PLUS LLC	MIT
1 TIME CLOCK DRIVE	651 CHURCH STREET
	MOBILE, AL 36602
SAN ANGELO, TX 76904	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#325-223-9500	Delivery Reference
Fax 325-223-9104	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/15/24	295232	02/20/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total 33632.66

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	33632.66	937723.87

INFORMATION TECHNOLOGY EXP SOFTWARE COSTS

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

Activity	Date	Clerk	Comment
Approved	02/20/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	02/20/24	SCOTT KEARNEY	
Approved	02/20/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	03/08/24	DONALD ROSE	Approved by: 9105fola
Approved	03/08/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	03/08/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	03/08/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	03/08/24	JOHN PAINE	Auto approved by: 910516727
Approved	03/08/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Robert F. Lasky, Executive Director of Public Safety

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

C0949-Cyber Capital - Authorize and direct the Mayor and the City Clerk to execute and attest, respectively, for and on behalf of the City of Mobile, the GCTC Intelligent-U Training Services Contract in the amount of $215,000.

Amount of Contract:

215,000

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**4921

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/26/2024
contract	Cover Memo	3/26/2024
UPDATED RESOLUTION $215,000.00	Resolution Letter	3/27/2024

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Zirlott, Kim	Approved	3/26/2024 - 3:21 PM
Capital	Rhodes, Brenda	Rejected	3/26/2024 - 4:08 PM

Public Safety	Zirlott, Kim	Approved	3/27/2024 - 10:12 AM
Capital	Hollins, Tiffany	Approved	3/27/2024 - 3:51 PM
Legal	Kern, Chris	Approved	3/27/2024 - 4:17 PM
Legal	Kern, Chris	Approved	3/27/2024 - 4:18 PM
Mayors Office	Barber, James	Approved	3/28/2024 - 2:06 PM

24- **2024**

RESOLUTION

Sponsored by: Mayor William S. Stimpson
CW

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 three year contract, by and between the City of Mobile and **PROTECVIDEO, LLC**., in an amount not to exceed $225,000 for a period ending December 31, 2025, to begin upon execution, renewable, for the provision of professional services in the deployment and management of technology, training, and consulting services A Copy of said contract is on file in the office of the City Clerk.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: GCTC - Intelligent-U Services

CAPITAL PROJECT # C0949 - GCTC Proj. **DATE OF RECEIPT** 03/26/2024

DEPT. PROJECT # _____

PROJECT DESCRIPTION Provision of Training and Consulting for GCTC Intelligence Innovation Academy

CONTRACT AMOUNT $ 215,000.00

VENDOR NAME ProtecVideo, LLC

VENDOR NUMBER 294102

DEPT # 1545 **DEPT NAME** Cyber (GCTC)

CONTRACT ADMINISTRATOR Cmdr. Kevin R. Levy

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: _____ **Date** 3-26-24

Revised 5/16/2022 Tiffany Hollins

Professional Services Contract
City of Mobile

Project: Specialized Network Setup and Management

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____ , by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Protecvideo, LLC, (sometimes hereinafter "Contractor") an Alabama Limited Liability Company , as follows:

WHEREAS, the City of Mobile desires to establish new and continued deployment and management of technical services, personnel, technology services, training, prime contracting, and consulting services; as well as for existing integrated network and telemetry services program(s) throughout the City for public safety and security; and,

WHEREAS, the City of Mobile requires the services of a professional contractor with expertise in technical capabilities, technology deployment, field operations, intelligence-innovation, and the provision of training relevant to courses offered by and through The Gulf Coast Technology Center (Intelligent-U or Intelligence Innovation Academy).

WHEREAS, the Contractor has extensive and relevant proficiency and experience in these areas, as well as operates proprietary systems paramount in existing system(s); and,

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:
City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it will provide the services as described here, and invoiced in accordance with the schedule attached:

Services: Training Support and Technical Consulting, to include the provision of instruction and course materials, for all courses offered through The Gulf Coast Technology Center's Intelligence Innovation Academy (Intelligent-U).

Specific tasking of the Contractor, oversight of individual services provided by the Contractor, and review and approval of payment of all Contractor invoices shall be performed by the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative, as available.

II. COMPENSATION

City hereby agrees to pay the Contractor at the rate schedule in Exhibit A for the work to be performed under this contract. Contractor shall submit monthly invoices that document the work completed during the billing period. No other tasks may be subject to invoice absent advance written proposal and price quotation by Contractor of additional work to be performed and written approval by City. The total amount to be paid by City under this Contract shall not exceed **$215,000** per the identified period of performance. However, only authorized material and services will be paid, to whatever capacity, budget, or limit set by The City of Mobile, Gulf coast Technology Center Commander.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue **through December 31, 2025**, renewable or extended, upon submission of a new and/or addendum contract with the consent of the City and the Contractor.

IV. GENERAL PROVISIONS

A. City shall provide written task orders to Contractor. Contractor shall submit invoices to the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative.

B. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

C. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, written materials, or creative content

created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement. Contractor shall abide by provisions of the Mobile City Code which prohibits discrimination in employment by Providers and subcontractors performing work for the City.

F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

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

H. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. This contract may be cancelled by The City without advance notice. The City's representative for purposes of this Agreement is the City of Mobile, Gulf Coast Technology Center Commander. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Office of The Mayor, Chief of Staff
City of Mobile
PO Box 1827
Mobile, Alabama 36633 -1827

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:

Protecvideo, LLC
P.O. Box 25
Stockton, AL 36579

K. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

0. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

P. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect a minimum $500,000 business liability insurance policy issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Exhibit B. Said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

Q. The Contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et. seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

R. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Mayor

ATTEST:

_____
City Clerk

ProtecVideo , LLC

BY: _____

Its Owner

Exhibits:

A – Invoice and Payment Schedule
B – Evidence of Insurance

Exhibit A: Invoice and Payment Schedule

Invoice #1	Month 1	40%	$90,000.00
Invoice #2	Month 2	20%	$45,000.00
Invoice #3	Month 3	20%	$45,000.00
Invoice #4	Month 4	20%	$45,000.00

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/4/2023

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

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

PRODUCER:	**CONTACT NAME:**	Rhett Butler	
US Risk, LLC	**PHONE (A/C. NO. EXT):**	(866) 315-3838	**Fax (A/C. No.):** (214) 265-4932
	E-MAIL ADDRESS:	info@securityamericains.com	
8401 N. Central Expressway, Suite 1000	**INSURER(S) AFFORDING COVERAGE**		**NAIC #**
Dallas TX 75225	**INSURER A:**	Underwriters at Lloyd's, London	AA1122000
INSURED:	**INSURER B:**		
ProTecVideo LLC	**INSURER C:**		
PO Box 25	**INSURER D:**		
	INSURER E:		
Stockton AL 36579	**INSURER F:**		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		SPG185624	12/19/2023	12/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROFESSIONAL LIABILITY	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
	AUTOMOTIVE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Red Rock Reality Group, Inc. is listed as Additional Insured as respect to General Liability coverage related to operations of the Named Insured.

CERTIFICATE HOLDER

Red Rock Reality Group, Inc.

1425 Richard Arrington Jr. Blvd S

Birmingham AL 35205

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Randall Goss, CEO/Chairman

24- **2024**

RESOLUTION

Sponsored by: Mayor William S. Stimpson
CW

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 three year contract, by and between the City of Mobile and **PROTECVIDEO, LLC**., in an amount not to exceed $215,000 for a period ending December 31, 2025, to begin upon execution, renewable, for the provision of professional services in the deployment and management of technology, training, and consulting services A Copy of said contract is on file in the office of the City Clerk.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Stimpson and Council-members Carroll and Gregory

Purpose and Scope of Project:

Perform groundwater sampling and monitoring reports and annual gas explosive monitoring and reports

Amount of Contract:

68,745.00

Funding Source

Project # C0521 Annual Landfill Sampling Requirements for Bates C&D Landfill and Hickory Street Landfill — **Discretionary Funds**

Project String 1004-3004-42200 — **Contract Number:**4920

Budget Amendment **REDUCE** **INCREASE**

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Annual Landfill Sampling Requirements for Bates C&D Landfill and Hickory Street Landfill Contract	Cover Memo	3/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	3/25/2024 - 10:26 AM
Capital	Rhodes, Brenda	Approved	3/25/2024 - 1:10 PM

Legal	Kern, Chris	Approved	3/25/2024 - 3:30 PM
Mayors Office	Barber, James	Approved	3/28/2024 - 2:04 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Annual Landfill Sampling Requirements for Bates C&D Landfill and Hickory St Landfill

CAPITAL PROJECT # C0521 **DATE OF RECEIPT** 03/22/2024

DEPT. PROJECT # 2024-3005-09

PROJECT DESCRIPTION Perform Groundwater sampling and monitoring reports and annual explosive gas monitoring and reports

CONTRACT AMOUNT $68,745.00

VENDOR NAME Southern Earth Sciences, Inc.

VENDOR NUMBER 195545

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Lisa Roberts **Date** 3/22/2024

Revised 5/16/2022 Tiffany Hollins

2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers William Carrol and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Southern Earth Sciences, Inc.
Project Name:	Annual Landfill Sampling Requirements for Bates C&D Landfill and Hickory Street Landfill (D2,D7) Project No. 2024-3005-09
Estimated Cost:	$68,745.00

Adopted:

_____
City Clerk

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This **Agreement** made and entered into _____, 20____(effective date).

BETWEEN the **Owner**: CITY OF MOBILE *(hereinafter "Owner")*
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the **Consultant**: Southern Earth Sciences, Inc. *(hereinafter "Consultant")*
5640 Rangeline Road
Mobile, AL 36619

City of Mobile Business License No.: # 441470 & 99489

Secretary of State Registration No.: # 42-119

For the following project: 2024-3005-09 Annual Landfill sampling requirements for
Bates C&D Landfill and
Hickory Street Landfill (D2, D7)

Project Number: 2024-3005-09

In consideration of the mutual covenants and promises herein, the Owner and Consultant agree as set forth below:

1.0 CONSULTANT'S SERVICE:

1.1 The Consultant's services consist of those described in the Proposal, dated February 22, 2024, which is attached hereto as "Attachment A," and is hereby incorporated by reference herein as a part of this Agreement as though fully set out herein.

1.2 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement or shall cause services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his/her "Professional Seal."

1.3 The standard of care applicable to Consultant's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed.

2.0 COMPENSATION:

2.1 The above-described services are for a time and materials basis, not to exceed Sixty-Eight Thousand Seven Hundred Forty-Five and 90/100 Dollars ($68,745.00). This includes ground water, explosive gas, and additional services, if needed.

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

2.3 The payments listed herein are all inclusive. The City will not pay the Consultant for any additional expenses, travel, or any other costs or for any additional work unless the City agrees in writing to do so before the cost is incurred, or the work is performed.

2.4 Payment is due on final approval by the City of the Consultant's invoices upon completion of the Work, as specified in the Proposal.

3.0 TERM OF AGREEMENT. This Agreement shall have an effective date as set forth above and shall remain in effect for a period of ONE YEAR, unless earlier pursuant to this agreement, and shall renew for up to two additional one-year periods upon written request of the City. The price of the contract for a renewal period may be decreased or increased by agreement of the parties to appropriately represent the shift, if any, in the Scope of Work from the Consultant to the City.

4.0 OWNER/CONSULTANT REPRESENTATIVES:

4.1 OWNER REPRESENTATIVE. The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Engineering – Environmental or the designated representative. The Owner's liaison with the Consultant is the Owner Representative.

4.2 CONSULTANT IN CHARGE:

Individual:	Eric Guarino, PG
Firm Name:	Southern Earth Sciences, Inc.
Address:	5640 Rangeline Road, Mobile, AL 36619
Telephone Number:	(251) 344-7711

5.0 GENERAL REQUIREMENTS

5.1 The Consultant shall perform bi-annual groundwater sampling, and statistical evaluations and prepare groundwater monitoring reports for both Bates C&D Landfill and Hickory Street Landfill. The Consultant will also perform annual explosive gas monitoring and provide a written report for Bates C&D Landfill. The consultant shall submit these reports to the City of Mobile within thirty (30) days of receipt of analytical results.

Bi-annual groundwater sampling will occur in March and September unless directed otherwise by the Alabama Department of Environmental Management.

The consultant's duties are more fully described in attachment A, a copy of which is attached hereto and incorporated by reference herein as a part hereof.

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

5.3 Filing fee, permit fee, and review fees, as may be required by the City of Mobile departments are hereby waived.

5.4 **INSURANCE.** For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the State of Alabama.

2. Employer's Liability with limits of ***not less than***:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

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

2. Limit of Liability: ***Not less than*** $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a ***not less than*** $1,000,000 combined single

limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
Limit of Liability: ***Not less than*** $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Professional Liability Insurance

1. Aggregate **not less than** $2,000,000

2. Per Occurrence **not less than** $1,000,000

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

Additional Insured - All policies of insurance, except those referenced under paragraph A and E, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A and E, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – Within two (2) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

The Certificate of Liability Insurance shall include language verifying the following:

- THAT the City of Mobile is named as an additional insured in respect to General Liability, Automobile Liability and Umbrella Liability;

- THAT all policies, except worker's compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured;

- THAT Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation and

Employer's Liability;

- 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 to the City of Mobile.

The Consultant shall procure, and maintain at all times it performs any portion of the Services, the above described insurance with minimum limits not less than the amount indicated above. If Consultant carries insurance in an amount greater than the minimum amounts required by City, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Notwithstanding the above insurance requirements and language, the Consultant is solely responsible for the terms and condition of the Consultant's own insurance policy and ensuring proper, adequate, and agreed coverage. Consultant is solely and personally liable for any loss, which Consultant has agreed to provide insurance coverage and for which consultant's policy includes limitations or does not adequately and sufficiently provide the agreed liability and comprehensive coverage in the agreed minimum amounts.

5.5 INDEMNIFICATION:

The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

5.6 STANDARD OF PERFORMANCE:

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

6.0 TERMINATION OF AGREEMENT. The Owner of Consultant may terminate the contract upon seven (7) days written notice. Notice shall be to the addresses listed in the Notice clause. Owner shall not be liable for payment to Consultant for lost profit or damages as the result of its termination of the contract. The Consultant shall be compensated for all services satisfactorily performed to the termination date, provided Consultant shall have delivered to City such statements, accounts, reports, and other materials as required by this Agreement. A termination under this clause shall not relieve the Consultant or any of its employees of liability for violations of this Agreement, or any willful, negligent, or accidental act or omission of the Consultant. In the event of termination, the Consultant consents to employment by City of a substitute Consultant to complete the services under this Agreement.

7.0 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or any standards as a part of the Agreement either written or oral. The City and Consultant may amend this Agreement only by written instrument signed by both parties.

8.0 NON-ASSIGNMENT. The City and Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to the Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet, or transfer his/her interest in this Agreement without the written consent of the City, which consent will be granted or withheld at the City's sole discretion.

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

10.0 LEGAL COMPLIANCE. The Consultant hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

11.0 GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

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

13.0 NON-AGENCY CLAUSE. Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Consultant provided for herein are performed, but on the contrary, Consultant shall be wholly responsible therefore.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Consultant, and shall not be liable for any debts or obligations incurred by Consultant nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Consultant or sums earned or derived by the Consultant, nor shall Consultant at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

14.0 NOTICES. All notices of cancellation, requests, demands or other communications to City shall be in writing and duly delivered to the following address for City:

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

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

==========

And the **Consultant**: Eric Guarino, PG
Southern Earth Sciences, Inc.
5640 Rangeline Road
Mobile, AL 36619

15.0 ANTI-DISCRIMINATION. Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

16.0 CONTRACT DOCUMENTS. The contract documents consist of this Agreement, the Consultant's Proposal, The Consultant's Insurance Company's Certificate of Insurance and the Consultant's E-Verify Documents. Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents contained herein, other than a Modification, appears below:

1. Your Proposal dated, February 22, 2024
2. This Instrument (Agreement)
3. Certificate of Insurance forms with endorsement
4. E-Verify Documentation

17.0 IMMIGRATION LAW. By signing this Agreement, Consultant affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Consultant shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Consultant employs one or more employees within the State of Alabama, Consultant shall provide documentation establishing that Consultant is enrolled in the E-Verify program.

18.0 ANTI-BOYCOTT. By signing this Agreement, Consultant represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

19.0 AUTHORITY TO EXECUTE AGREEMENT. Consultant's signatory below represents the s/he has all requisite power and authority to execute and deliver this Agreement on behalf of Consultant and to sufficiently legally bind Consultant to perform its obligations hereunder.

20.0 NO THIRD-PARTY BENEFIT. Consultant and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

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

22.0 OPPORTUNITY TO CONSULT WITH COUNSEL. CONSULTANT acknowledges that they, have had an opportunity to consult with and be represented by counsel of CONSULTANT'S choosing in the review of this Agreement, that they, have been advised by the CITY to do so, that CONSULTANT is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that CONSULTANT enters into this Agreement freely, without duress or coercion, and based on the CONSULTANT'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONSULTANT further represents and acknowledges that they, have been provided a reasonable period of time within which to review the terms of this Agreement.

23.0 ASSERTION OF RIGHTS:

23.1 Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

23.2 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance for failure of performance by the other party hereto of any provisions of this Agreement shall impair any such tight or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereto to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

23.3 Consultant expressly acknowledges that City is an agency of the State of Alabama and nothing in this Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law.

24.0 PUBLIC INFORMATION. Consultant acknowledges that City is obligated to strictly comply with the Alabama Public Records Law in responding to any request for public records pertaining to this Agreement, as well as any other disclosures of information required by applicable Alabama law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

This Agreement entered into as of the day and year first written above.

Legal Name of Party to Contract:
City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

ATTEST: CITY OF MOBILE

_____
City Clerk

SOUTHERN EARTH SCIENCES, INC. CORPORATE SEAL 1976 ALABAMA

CONSULTANT:
Southern Earth Sciences, Inc.

_____
SIGNATURE

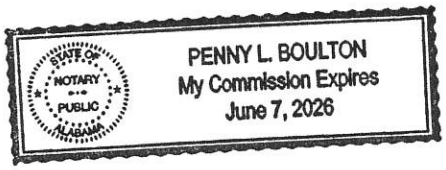
Lewis Copeland, Jr. President
PRINT NAME AND TITLE

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Lewis Copeland, Jr as President of **Southern Earth Sciences, Inc.**, and after being duly sworn, did depose and say that he/she, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 21st day of March, 2024.

Penny L. Boulton
NOTARY PUBLIC

My Commission Expires: 6/7/26



Attachments

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619
Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

February 22, 2024

Ms. Rosemary Ginn, P.E.
The City of Mobile
205 Government Street
Mobile, Alabama 36644

RE: Proposal for Annual Landfill Sampling Requirements
Bates Field & Hickory Street Landfills
Mobile, Alabama
SESI Proposal No.: XM24-082

Dear Ms. Ginn:

Southern Earth Sciences, Inc. (SESI) appreciates the opportunity to submit this fee proposal to perform Annual Landfill Sampling for the above referenced projects.

SCOPE OF SERVICES

Bates Field

A groundwater sample will be collected from each of the eight on site wells, a duplicate, an surface waters within the landfill permit two times per year for Statistical Analyses. The wells will be purged utilizing a pump to limit turbidity within the groundwater. Field stabilization parameters including pH, DO, Conductivity, Temperature, Redox, Water Level Indicator and Turbidity will be recorded. The groundwater samples will be placed on ice and delivered to Eurofins of Mobile, Alabama and analyzed for Appendix I & II (as required) constituents via EPA Method 8260, 6020, 245.1, 8270, 8081, 8082 and 8151 with the exception of the duplicate which will only be analyzed for volatiles via EPA Method 8260.

Explosive gas readings will be measured annually in twenty-seven on-site gas monitoring points at the facility. Gas measurements will be made with an explosive gas meter to measure the lower explosive limit which will be calibrated prior to sampling. Should readings exceed 5% explosive gas in air (100% of the LEL for methane), "step out" readings will be taken.

Hickory Street

A groundwater sample will be collected from each of the three on site wells and two surface water samples plus a duplicate within the landfill permit two times per year for Statistical Analyses. The wells will be purged utilizing a pump to limit turbidity within the groundwater. Field stabilization parameters including pH, DO, Conductivity, Temperature, Redox, Water Level Indicator and Turbidity will be recorded. The groundwater samples will be placed on ice and delivered to Eurofins of Mobile, Alabama and analyzed for Appendix I & II (as required) constituents via EPA Method 8260, 6020, 245.1, 8270, 8081, 8082 and 8151 with the exception of the duplicate which will only be analyzed for volatiles via EPA Method 8260.

ESTIMATED FEES FOR SERVICES

Based on the scope for **Bates Field**, we would estimate the fees for this project to be approximately $20,705.00 per event for statistical analyses plus an approximately $1,395.00 for the explosive gas sampling and reporting for a combined annual total of $42,805.00. The cost breakdown per event is listed below:

Statistical Analyses		
Professional Geologist	$125/ 8 Hours	$1,000.00
Staff Geologist (Reporting)	$100/ 24 Hours	$2,400.00
Technician (Fieldwork)	$65/ 36 Hours	$2,340.00
Laboratory Cost	Estimated	$14,765.00
Equipment/Supplies	Lump Sum	$200.00
Explosive Gas Monitoring		
Professional Geologist	$125/ 1 Hours	$125.00
Staff Geologist (Reporting)	$100/ 5.5 Hours	$550.00
Technician (Fieldwork)	$65/ 8 Hours	$520.00
Equipment/Supplies	Lump Sum	$200.00

Based on the scope for **Hickory Street**, we would estimate the fees for this project to be approximately $12,970.00 per event or $25,940.00 per year.

Statistical Analyses		
Professional Geologist	$125/ 8 Hours	$1,000.00
Staff Geologist (Reporting)	$100/ 16 Hours	$1,600.00
Technician (Fieldwork)	$65/ 16 Hours	$1,040.00
Laboratory Cost	Estimated	$9,130.00
Equipment/Supplies	Lump Sum	$200.00

Bates & Hickory Street Landfills
SESI Proposal XM24-082

Attached are our Terms & Conditions, which should be considered an integral part of our estimate. Please execute the enclosed **WORK AUTHORIZATION SHEET** and return a copy to us. Your signature will formally authorize us to proceed with the scope of work discussed and will aid us in invoicing.

We appreciate the opportunity to submit this proposal. Should you have any questions, you may reach the undersigned at 251-445-4379 or via electronic mail to sguarino@soearth.com.

SOUTHERN EARTH SCIENCES, INC.
Sincerely,

Stacey Guarino
Project Scientist

SG/eag

ALABAMA

CORPORATE OFFICE
P.O. Box 160745
Mobile, AL 36616
Ph: 251-445-4354
Fax: 251-345-9453

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619
Ph: 251-344-7711
Fax: 251-443-9000

MONTGOMERY OFFICE
1414 I-85 Parkway
Montgomery, AL 36106
Ph: 344-260-6227
Fax: 334-260-6229

SUMMERDALE OFFICE
105 Highway 59 N
Summerdale, AL 36580
Ph: 251-989-7726
Fax: 251-989-6722

FLORIDA

DESTIN OFFICE
150 Industrial Park Road
Suite 6
Destin, FL 32541
Ph: 850-837-9966
Fax: 850-837-9967

PANAMA CITY OFFICE
7500 McElvey Road, Ste. A
Panama City Beach, FL 32408
Ph: 850-769-4773
Fax: 850-872-9967

PENSACOLA OFFICE
707 E. Cervantes St
Ste. B, #198
Pensacola, FL 32501
Ph: 850-775-3283

TALLAHASSEE OFFICE
3642 Peddie Drive
Tallahassee, FL 32603
Ph: 850-576-4652
Fax: 850-576-4710

LOUISIANA

BATON ROUGE OFFICE
11638 Sun Belt Court
Baton Rouge, LA 70809
Ph: 225-751-1727
Ph: 225-356-4355
Fax: 225-752-1467

MANDEVILLE OFFICE
1933 Surgi Drive, Ste. A
Mandeville, LA 70448
Ph/Fax: 985-626-1314

NEW ORLEANS OFFICE
725 South Genois Street
New Orleans, LA 70119
Ph: 504-486-5595
Fax: 504-486-5598

MISSISSIPPI

LONG BEACH OFFICE
626-D West Railroad Street
Long Beach, MS 39560
Ph: 228-868-6618

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

WORK AUTHORIZATION SHEET

Billing Name	City of Mobile		
Address	205 Government Street		
City	Mobile	***State*** AL	***Zip*** 36644
Phone	251.208.7529	***Cell***	***Fax***
email	brian.mabry@cityofmobile.org		
Project Name	Bates & Hickory Street Landfills		
Proposal Number	XM24-082	***Project Location*** Mobile, AL	
Additional Reports			
Address			
City		***State***	***Zip***
Phone		***Cell***	***Fax***
email			

Attached are our Terms & Conditions, which are adopted as part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and returning a copy to us.

Prepared by:

Southern Earth Sciences, Inc. — February 22, 2024 — Stacey Guarino

Print or Type Name of Representative

Authorized by:

Signature of Client Representative — *Date* — *Print or Type Name of Representative*

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

SCHEDULE OF FEES

I. FIELD INVESTIGATION

Soil Test Borings

MOBILIZATION AND DEMOBILIZATION
$500.00 L.S. plus $5.00 /Mile over 100 miles (Portal to Portal)

Soil Test Borings by ASTM D 1586 with Standard Penetration Test intervals of five feet in soil.

From surface to 50 feet	$ 15.00/L.F.
50 to 75 feet	$ 17.00/L.F.
75 to 100 feet	$ 19.00/L.F.
100 to 150 feet	$ 21.50/L.F.
From 150 feet	Special Quote
Standard Penetration Tests (SPT) in excess of one every five feet	$15.00/test
CASING	$6.00/L.F.
STANDPIPE PIEZOMETER (1 inch)	$20.00/L.F.
BOREHOLE GROUTING (full depth bentonite/cement grout)	$7.00/L.F.
BOREHOLE GROUTING (bentonite pellet to cave in depth)	$50.00/each
SHELBY TUBE SAMPLES (ASTM587)	$75.00/each
SOIL BORINGS USING MANUAL EQUIPMENT	$2500.00/day

Other Charges

DIFFICULT MOVING OR ACCESS	$350.00/hour
TEST LOCATION SET-UP	$350.00/hour
STAND-BY	$250.00/hour
LODGING AND SUBSISTENCE (per crew member)	$250.00/man/day
EQUIPMENT RENTAL	Cost + 15%
DOUBLE RING INFILTROMETER TEST (ASTM D3385 – at existing grade)	$2,500.00/each
PLATE LOAD TEST (Modulus of Sub-Grade Reaction at existing grade)	$2,500.00/each
SUCONTRACT UTILITY LOCATION SERVICES	$2,500.00/day
NQ ROCK CORING	Special Quote
MARINE SOIL TEST BORINGS (SES Barge or Sub Jack-Up Barge)	Special Quote
INSTRUMENTATION INSTALLATION (piezometers, inclinometers, etc.)	Special Quote
SUBCONTRACT SERVICES	Cost + 15%

SCHEDULE OF GEOTECHNICAL AND CMT FEES
Effective June 1, 2023

Cone Penetrometer Testing (CPT)

MOBILIZATION AND DEMOBILIZATION

$500.00 L.S. plus $5.00 /Mile over 100 miles (Portal to Portal)

Cone Penetrometer Soundings using truck-mounted equipment in accordance with ASTM D 5778. Soil Test Borings using track-mounted equipment in areas not accessible to truck rig, **add $1.00 to the rates below.**

CPTu SOUNDINGS per ASTM D5778	$11.00/L.F.
CPTs SOUNDINGS (Shear Wave Velocity measurement 5 ft intervals)	$20.00/L.F.
CASING	$7.00/L.F.
SET-UP PER LOCATION	$75.00/each
EXCESSIVE MOVING (track rig)	$450.00/hour
CPT DAY RATE	$4,000.00/day
CPT GROUTING (full depth bentonite/cement grout)	$7.00/L.F.
CPT GROUTING (bentonite pellet to cave in depth)	$50.00/each
STAND-BY (including dissipation testing)	$300.00/hour
REPORTING (CPT Log Drafting and Transmittal)	$50.00/each
SUBCONTRACT SERVICES	Cost + 15%

II. CONSTRUCTION MATERIALS TESTING FIELD TECHNICIAN SERVICES

Typical field technician services include on-site soil density testing, concrete testing (cylinders, slump, and air content), site inspections, meetings, and specimen transportation. **Time spent in portal-to-portal travel in the interest of the job will be charged in addition to time spent on the jobsite. Roundtrip mileage will be charged at $0.585/mile.** There is a two (2) hour minimum charge.

STANDARD RATE	$65.00/hour
OVERTIME RATE	$81.25/hour
IBC SPECIAL INSPECTIONS (including ICC and AWS visual welding)	$90.00/hour
FULL-TIME DAILY RATE	$585.00/day
FULL-TIME DAILY RATE w/ IBC Special Inspections	$800.00/day
FULL-TIME MONTHLY RATE	$12,000.00/month
HALF-TIME MONTHLY RATE	$6,500.00/month
FULL-TIME MONTHLY RATE w/ IBC Special Inspections	$16,000.00/month
HALF-TIME MONTHLY RATE w/ IBC Special Inspections	$8,500.00/month

*Overtime rate applies for time exceeding eight (8) hours/day, or weekends and holidays.

*Monthly rates include engineering review, reporting and travel.

SCHEDULE OF GEOTECHNICAL AND CMT FEES
Effective June 1, 2023

III. CONSTRUCTION MATERIALS TESTING LABORATORY SERVICES

Review of test results by Engineer and Reporting (when not full-time monthly rate) will be billed at 10% of the costs below.

STANDARD PROCTOR DENSITY (ASTM D698/AASHTO T-99)		$125.00/each
MODIFIED PROCTOR DENSITY (ASTM D1557/AASHTO T180)		$150.00/each
Aggregate Bases	Add	$250.00/each
Heavy Clay Soils	Add	$250.00/each
SOIL/BASE CLASSIFICATION		$100.00/each
Aggregate Bases	Add	$75.00/each
CURING & TESTING CONCRETE CYLINDERS		$60.00/Set of 4
(SESI Made Samples)		$75.00/Set of 5
		$90.00/Set of 6
CURING & TESTING CONCRETE CYLINDERS		$25.00/each
(Contractor/Client Made Samples Delivered to Lab)		
SUBCONTRACT SERVICES		Cost + 15%

IV. PILE TESTING SERVICES

STATIC PILE LOAD TEST	$2000.00 /each
(Compression, Tension, Lateral)	
*Piling contractor to provide ram, jack, operator and reaction frame.	
HIGH STRAIN DYNAMIC TESTING (PDA)	
Data Acquisition	$2,500.00/Per Trip
Reporting & CAPWAP Analysis	$400.00/each
LOW STRAIN PILE INTEGRITY TESTING (PIT)	
Data Acquisition (up to 10 piles)	$2,500.00/day
Reporting & Analysis	$500.00 ls + $75.00/pile
Thermal Integrity Testing (TIP) of Auger-Cast Piles and Drilled Shafts	
Data Acquisition (for instrument and/or tech)	$1,200.00/day
Reporting & Analysis	$500.00 ls + $75.00/pile
Thermal Instrumented Wires (add 5 ft to length of pile)	$7.50/ft

V. LABORATORY SERVICES

ATTERBERG LIMITS (ASTM D 4318)	$75.00/each
MOISTURE CONTENT (ASTM D 2216)	$10.00/each
SPECIFIC GRAVITY (ASTM D 854)	$75.00/each
GRAIN SIZE ANALYSIS (Soils)	$45.00/each
HYDROMETER plus GRAIN SIZE ANALYSIS	$90.00/each
NO. 200 WASH	$30.00/each
AASHTO SOIL CLASSIFICATION TESTING	$100.00/each
ORGANIC CONTENT	$30.00/each
UNIT WEIGHT (Wet or Dry)	$20.00/each
UNDISTRUBED SAMPLE PREPARATION	$25.00/each

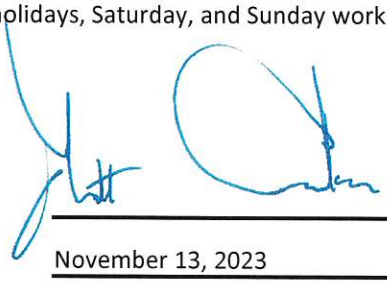
UNCONFINED COMPRESSION TESTS (ASTM D 2116)	
With Stress-Strain Curve	$75.00/each
With Compressive Strength only	$50.00/each
REMOLD SAMPLE (to testing add)	$25.00/each
DIRECT SHEAR TEST	Special Quote
SWELL TEST	$300.00/each
CONSOLIDATION TEST	$300.00/each
CALIFORNIA BEARING RATIO	$750.00/each
UNCONSOLIDATED UNDRAINED TRIAXIAL SHEAR (three point)	$200.00/each
PERMEABILITY	
Constant Head (Rigid Wall)	$75.00/each
Falling Head (Rigid Wall)	$95.00/each
Constant Head (Flexible Wall)	$325.00/each
SPECIAL HANDLING HAZARDOUS WASTE SOIL SAMPLES	Special Quote
PERMEABILITY (HAZARDOUS PERMEANTS)	Special Quote

VI. ENGINEERING AND ENVIRONMENTAL SERVICES

Charges will be made at the following rates for time spent by engineers/geologists in portal-to-portal travel, evaluation or analysis of field and laboratory data, report preparation, conferences, meetings and consultation as pertained to the practice of geotechnical engineering, environmental consultation or construction testing. Charges for technician, draftsman and secretarial time will be billed for services of administrative and/or technical personnel utilized in support of engineering and testing services.
Rates include indirect general and administrative overhead costs and supplies.

STAFF ENGINEER/GEOLOGIST	$125.00/hour
PROFESSIONAL ENGINEER/GEOLOGIST	$150.00/hour
SENIOR PROFESSIONAL ENGINEER	$175.00/hour
PRINCIPAL ENGINEER	$225.00/hour
DRAFTSMAN (regular time)	$75.00/hour
SECRETARIAL SERVICES (regular time)	$65.00/hour

Above rates may be adjusted when working on long-term field inspection assignments. Direct Non-Salary expenses incurred, identifiable, and not applicable to general overhead will be billed at actual invoice cost plus 15% service charge. Automotive travel will be charged at a mileage rate of $0.575 per mile. Over eight hours per day, holidays, Saturday, and Sunday work will be charged at the standard rates times 1.50.

PREPARED BY: 

DATE: November 13, 2023

SOUTEAR-02 HSPEAKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2024

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No): E-MAIL ADDRESS: rhutto@turnerfirst.com
INSURED Southern Earth Sciences, Inc. 6352 Piccadilly Square Dr Mobile, AL 36609	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Co. — 16535 INSURER B : Steadfast Insurance Company INSURER C : Great Midwest Ins — 18694 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		GLO593900112	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BAP593900212	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			SXS077476901	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC593900012	2/1/2024	2/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabil			AE-GM-0000201-03	2/1/2024	2/1/2025	Per Claim/ Agg.	3,000,000
C	Pollution Incident			AE-GM-0000201-03	2/1/2024	2/1/2025	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Bates Landfill

City of Mobile is named as additional insured as respects General Liability, Auto Liability, and Umbrella Liability where required by written contract. 30 days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SOUTEAR-02 HSPEAKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2024

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PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No): E-MAIL ADDRESS: rhutto@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED Southern Earth Sciences, Inc. 6352 Piccadilly Square Dr Mobile, AL 36609	INSURER B : Steadfast Insurance Company	
	INSURER C : Great Midwest Ins	18694
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		GLO593900112	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		BAP593900212	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X		SXS077476901	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Hickory Street Landfill

City of Mobile is named as additional insured as respects General Liability, Auto Liability, and Umbrella Liability where required by written contract. 30 days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36633

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AUTHORIZED REPRESENTATIVE

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SOUTEAR-02 HSPEAKS

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A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		BAP593900212	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X		SXS077476901	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bates Field Groundwater Monitoring

City of Mobile is named as additional insured as respects General Liability, Auto Liability, and Umbrella Liability where required by written contract. 30 days written notice of cancellation applies where required by written contract

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36644-1300

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

Company ID Number: 417738

Approved by:

Employer Southern Earth Sciences, Inc	
Name (Please Type or Print) Cindy M Giddens	Title
Signature Electronically Signed	Date 05/25/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/25/2011

Company ID Number: 417738

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Southern Earth Sciences, Inc
Company Facility Address	6352 Piccadilly Square Drive Mobile, AL 36609
Company Alternate Address	PO Box 160745 Mobile, AL 36616
County or Parish	MOBILE
Employer Identification Number	630710398
North American Industry Classification Systems Code	541
Parent Company	Southern Earth Sciences, Inc.
Number of Employees	100 to 499
Number of Sites Verified for	5

City of Mobile

Office of Supplier Diversity

Request for Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at: https://cityofmobile.sharepoint.com/sites/COMPortal.
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other#
2024-3005-09 Current Date 03 / 11 / 24

Project Description: Annual Sampling Requirements for Bates C&D Landfill and Hickory Street Landfill (D2,D7)

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
(Please attach supporting documentation, including DBE Compliance Form 2 - GFE Documentation!

Southern Earth Sciences (SESI) is a small business enterprise that has been conducting landfill sampling operations, as well as analyzing statistical data in the form of a report for the City's closed landfills for some years. The sampling of these wells takes a small amount of time and does not warrant the use of a subcontractor. Also, due to the lack of DBE contractors in this field, it is not a task that can be subcontracted. The nature of this work (sampling and statistical analysis) is highly specialized geological work that is required to keep the city compliant with its ADEM permit for its closed landfills. Unfortunately, due to the specialized nature of the work, there is not a DBE that can partner with SESI. We request a DBE waiver to continue to achieve regulatory compliance with a knowledgeable consultant

Nick Amberger P.E.
Requested By (Department Director)

(Signature)	City Engineer (Title)	3/11/2024 (Date)

(251)208-7426
Telephone Number

Nick.Amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature)	Supplier Diversity Manager (Title)	3/13/2024 (Date)

Approved By (CAO)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Southern Earth Sciences, Inc.

Contact Person: Eric Guarino Phone 251-344-7711 Email eguarino@soearth.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☒)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

__X__ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

__X__ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Church's Chicken/Terry White

Amount of Contract:

n/a

Effective Date of Contract:

4/9/2024

Funding Source

Project # Resolution for Settlement Agreement - Church's Chicken

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Church's Chicken	Resolution Letter	3/26/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/26/2024 - 2:11 PM
			3/26/2024 - 4:49

Legal	Kern, Chris	Approved	PM
Mayors Office	Barber, James	Approved	3/28/2024 - 2:10 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Church's Chicken/Terry White, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D025\P005\00125061.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement arising out of the claim of the Thai Meditation Association as outlined in the Settlement Agreement and Release of Claims

Amount of Contract:

n/a

Effective Date of Contract:

4/9/2024

Funding Source

Project # Resolution for Settlement Agreement - Thai Meditation Association **Discretionary Funds** n/a

Project String n/a **Contract Number:**n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a **Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Thai Meditation Association	Resolution Letter	3/28/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/28/2024 - 3:02 PM

Legal	Kern, Chris	Approved	3/28/2024 - 3:36 PM
Mayors Office	Barber, James	Approved	3/28/2024 - 4:01 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of the Thai Meditation Association, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D028\P006\00125207.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:4/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/28/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 2:46 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 7701, 7705, 7709, 7621, and 7631 Old Government Street Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 12, 2024**, a public hearing will be held on the **7th** day of **May**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 7701, 7705, 7709, 7621, and 7631 Old Government Street Road from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, TOWNE CENTRE, AS RECORDED IN MAP BOOK 79, PAGE 40 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF OLD GOVERNMENT STREET; THENCE RUN N85°21'10"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 432.14 FEET TO A POINT; THENCE RUN S89°20'16"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 318.28 FEET TO A POINT; THENCE RUN N89°02'53"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 43.25 FEET TO A POINT; THENCE RUN S0°11'08"E, 883.94 FEET TO A POINT; THENCE RUN N89°44'16"W, 45.81 FEET TO A POINT; THENCE RUN N88°23'54"W, 164.29 FEET TO A POINT; THENCE RUN N89°21'04"W, 193.42 FEET TO A POINT, SAID POINT BEING THE NORTH EAST CORNER OF LOT 3, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N86°46'55"W, ALONG THE NORTH LINE OF SAID LOT 3, 504.99 FEET TO A POINT, SAID POINT LOCATED ON THE EAST LINE OF SAID LOT 1, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N02°21'02"E, ALONG THE EAST LINE OF SAID LOT 1, 396.47 FEET TO A POINT; THENCE RUN N35°47'42"E, CONTINUING ALONG SAID EAST LINE, 79.18 FEET TO A POINT; THENCE RUN N07°52'32"E, CONTINUING ALONG SAID EAST LINE, 358.68 FEET TO THE POINT OF BEGINNING, CONTAINING 17.03 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District and it shall hereafter be

lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multi-Family Residential Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multi-Family Residential Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 7th day of May, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 10th day of April, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **7701, 7705, 7709, 7621, and 7631 Old Government Street Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **R-3** districts until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

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

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

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, TOWNE CENTRE, AS RECORDED IN MAP BOOK 79, PAGE 40 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF OLD GOVERNMENT STREET; THENCE RUN N85°21'10"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 432.14 FEET TO A POINT; THENCE RUN S89°20'16"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 318.28 FEET TO A POINT; THENCE RUN N89°02'53"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 43.25 FEET TO A POINT; THENCE RUN S0°11'08"E, 883.94 FEET TO A POINT; THENCE RUN N89°44'16"W, 45.81 FEET TO A POINT; THENCE RUN N88°23'54"W, 164.29 FEET TO A POINT; THENCE RUN N89°21'04"W, 193.42 FEET TO A POINT, SAID POINT BEING THE NORTH EAST CORNER OF LOT 3, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N86°46'55"W, ALONG THE NORTH LINE OF SAID LOT 3, 504.99 FEET TO A POINT, SAID POINT LOCATED ON THE EAST LINE OF SAID LOT 1, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N02°21'02"E, ALONG THE EAST LINE OF SAID LOT 1, 396.47 FEET TO A POINT; THENCE RUN N35°47'42"E, CONTINUING ALONG SAID EAST LINE, 79.18 FEET TO A POINT; THENCE RUN N07°52'32"E, CONTINUING ALONG SAID EAST LINE, 358.68 FEET TO THE POINT OF BEGINNING, CONTAINING 17.03 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **R-3, Multi-Family Residential Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance

with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-3, Multi-Family Residential Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Tate Property Subdivision (Jay Broughton, Overstreet & Associates, PLLC, Agent)
7701, 7705, 7709, 7621, and 7631 Old Government Street Road
Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 27, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on June 1, 2023 considered the request of **Tate Property Subdivision (Jay Broughton, Overstreet & Associates, PLLC, Agent)** for a change in zoning from **R-1, Single-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District** for the property located at **7701, 7705, 7709, 7621, and 7631 Old Government Street Road.**

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

Screws, Tracy

From: Pappas, Margaret
Sent: Friday, November 3, 2023 8:03 AM
To: m.damoff@mchsi.com
Cc: Beaco, Shayla; Screws, Tracy
Subject: Old Government Street Road Rezoning

Mr. Damoff,
It was a pleasure meeting with you last night; thank you for attending the zoning study meeting.
In follow up, I have checked the above and the applicant has NOT submitted their legal advertising fee, thus application cannot be placed on the City Council agenda, until the fee is submitted.
Once the fee is submitted, one of our staff members, Tracy Screws (copied), will forward the fee and application file to the City Clerk's office for processing. When Tracy forwards the application, I have asked that she follow up with you via email to let you know. At that point, you will need to reach out to the City Clerk's office regarding the City Council public hearing date; as the process will then be completely in the hands of the City Council.
Have a great weekend.
Regards,

Margaret Pappas
Deputy Director, Planning and Zoning
Planning & Zoning
BUILDMOBILE
pappasm@cityofmobile.org
(251) 208-5895

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 2, 2023

Jay Broughton
Overstreet & Associates, PLLC
1026 Stanton Road
Suite B
Daphne, Alabama 36526

Re:

7701, 7705, 7709, 7621, and 7631 Old Government Street Road
ZON-UDC-002502-2023
Tate Property Subdivision
Amanda Crose, D.R. Horton
District 6
Subdivision of 27 lots, 24.4± acres

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

At its meeting on June 1, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission recommended approval of the rezoning to the City Council, due to the following justifications:

- **Consistency. The proposed amendment is consistent with the Comprehensive Plan.**
- **Compatibility. The proposed amendment is compatible with:**
  - **The current development trends in the vicinity of the subject property;**
  - **Surrounding land uses;**
  - **Would not adversely impact neighboring properties; or**
  - **Would not cause a loss in property values.**
- **Capacity. The infrastructure is in place to accommodate the proposed amendment.**
- **Benefits Consideration. In consideration of the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.**

The recommendation of approval is subject to the following conditions:

1. **Completion of the Subdivision process;**
2. **Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,**
3. **Full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $364.04. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

York, Marie

From: Jay Broughton <jay@overstreeteng.com>
Sent: Wednesday, May 24, 2023 3:32 PM
To: York, Marie
Cc: Robert Cummings
Subject: RE: 7705 Old Government St Rd Rezoning

CAUTION: External Email

Marie,
The addresses and site plan presented at the meeting are the same as those discussed at the neighborhood meeting. We will get you the dated pictures of the sign as quickly as possible.

JAY BROUGHTON, PE
VP of Engineering/Alabama Area Manager
Overstreet & Associates, PLLC
251.444.7150 (Office)
251.610.8966 (Mobile)
Daphne | Biloxi | Pascagoula
Email disclaimer: www.overstreeteng.com/disclaimer. If you cannot access hyperlink, please email sender.

Mobile: (251) 610-8966
Office: (251) 444-7150

From: York, Marie <marie.cross@cityofmobile.org>
Sent: Wednesday, May 24, 2023 3:23 PM
To: Jay Broughton <jay@overstreeteng.com>
Subject: 7705 Old Government St Rd Rezoning

Jay –

In looking at the information submitted for this rezoning application, I need the following information:

- Dated pictures of the neighborhood meeting sign
- List of property owners notified of the neighborhood meeting
- Copy of the site plan discussed at the neighborhood meeting

If the addresses and site plan are the same as those submitted for the application, a statement stating such will be sufficient.

Please provide this information no later than Friday, May 26th, at 10:00 AM.

Marie York
Principal Planner
Planning & Zoning
Build Mobile
marie.york@cityofmobile.org
(251) 208-5895

CSS
Online Permitting CITY OF MOBILE

PUBLIC NOTICE
Proposed Re-Zoning
NEIGHBORHOOD MEETING
Hampton Inn
Baytown Conference Room
525 Providence Park East
Mobile, AL 36695
Tuesday May 2nd, 2023
4:00pm
Questions ? 251-445-7150

PUBLIC NOTICE
Proposed Re-Zoning
NEIGHBORHOOD MEETING
Hampton Inn
Baytown Conference Room
925 Providence Park East
Mobile, AL 36695
Tuesday May 2nd, 2023
4:00pm
Questions ? 251-444-7130

PUBLIC NOTICE

MOBILE CITY PLANNING COMMISSION
May 8, 2023
PUBLIC HEARING NOTICE

Re: **7701, 7705, 7709, 7621, and 7631 Old Government Street Road**
Tate Property Subdivision
ZON-002502-2023
Amanda Crose, D.R. Horton
District 6
Rezoning of 17.0± acres from Single-Family Residential District (R-1) to Multi-Family Residential District (R-3).

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 1, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning of 17.0± acres from Single-Family Residential District (R-1) to Multi-Family Residential District (R-3), however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, May 31, 2023,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
May 8, 2023
PUBLIC HEARING NOTICE

Re: **7701, 7705, 7709, 7621, and 7631 Old Government Street Road**
Tate Property Subdivision
ZON-002502-2023
Amanda Crose, D.R. Horton
District 6
Rezoning of 17.0± acres from Single-Family Residential District (R-1) to Multi-Family Residential District (R-3).

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 1, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning of 17.0± acres from Single-Family Residential District (R-1) to Multi-Family Residential District (R-3), however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, May 31, 2023,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

ZON-UDC-002502-2023

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** Checklist A

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

---

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

	Applicant	Agent (If Applicable)
Name:	AMANDA CROSE	JAY BROUGHTON
Firm:	DR HORTON	OVERSTREET & ASSOCIATES, PLLC
Phone:	228-215-1943	251-444-7150
Email:	adcrose@drhorton.com	jay@broughton.com
Address:	1641 Popps Ferry Rd Ste B Biloxi, MS	1026 Stanton Rd Ste B Daphne, AL

	Owner	Design Professional
Name:	Amanda Crose	JAY BROUGHTON
Firm:	DR Horton	OVERSTREET & ASSOCIATES, PLLC
Phone:	228.215.1943	251.444.7150
Email:	adcrose@drhorton.com	jay@overstreeteng.com
Address:	1641 Popps Ferry Rd Ste B Biloxi, MS	1026 Stanton Rd Ste B Daphne, AL

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

7705 Old Government Street Road — Property Address

17.03 acres — Property Area (acres or square feet)

R022809302000001.004 — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

R-3 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date

Jay Broughton — Applicant or Agent Signature (if applicable)

4/17/2023 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

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

Jay Broughton — Applicant or Agent Signature

4/17/2023 — Date

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

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

Schillinger Rd has since about 2001 been rapidly developing as a commercial corridor and indeed the Comprehensive Plan identifies Schillinger Rd as a corridor. A medium density residential usage here would not be out of character for this area given the intense business uses and zones in the area and the existing multi-family residential development to the east.

Low Density Residential — Future Land Use Map (FLUM) Designation

R-3 — Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

While this development is not proposed to be affordable housing, there is and continues to be a housing shortage both nationally and locally. This project seeks to do its part to provide more available housing units for purchase in an effort to do its part to help alleviate said shortage. The former abandoned house on this house is crime house and has been home to transients in the past. Removing this abandoned structure would improve the safety of the area by eliminating a place of crime and drugs.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The Schillinger Road continues to explode as far as commercialization and this amendment would only be in keeping with the nature of the area. The FLU map even states that these parcels are to be developed as possibly joined residential buildings. It is highly unlikely that the nature of the Schillinger Road corridor will reverse itself and go back to being low density residential so for this property to become R-3 would only make sense for this area.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The Schillinger Road corridor has been for the past generation exploding as a heavy commercial corridor and trending away from quiet, sleepy low density single family homes. There is even already a high density residential complex to the east. The high impact heavy commercial development to the west did not exist until the turn of the 21st century. The development would merely be reflecting the 20 year trend of the Schillinger Road corridor.

2. Describe the surrounding land uses.

The land use to the west is a B-3 high impact commercial use (Home Depot), the area to the east is a combination of multi-family residential and single-family residential, the parcels to the north are a combination of B-3 commercial uses and single-family residential uses, and the parcels to the south consist of B-3 commercial use and municipal recreation facilities.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

The typical complaints of this type of development are traffic, noise pollution and light pollution. Light pollution will be mitigated by the use of bollard (and possibly amber) downcast lighting. Noise will be mitigated by retaining the existing opaque vegetative buffer combined with a privacy fence around the exterior of the property. Traffic is being considered via a traffic study and any needed turn lanes or deceleration lanes will become part of the project.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

Water, sewer, natural gas and power are all readily available to the site. The servicing right-of-way is certainly wide enough to accommodate any needed turn lanes should they be warranted.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

This project seeks to do its part to provide more available housing units for purchase in an effort to do its part to help alleviate the local housing shortage by creating for-sale housing units in an area that has seen extreme growth. Additionally, this project will take an abandoned parcel currently used for crime purposes and turn it into a tax revenue generating business for the City.

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

N/A

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

_____
_____

2. What information was presented at the meeting?

_____
_____
_____
_____

3. What concerns were raised during the meeting?

_____
_____
_____
_____

4. Were any modifications made or considered in response to the concerns raised at the meeting?

_____
_____
_____
_____

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

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Low Density Residential	R-3
Future Land Use Map (FLUM) Designation	Requested Zoning

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2. Describe the surrounding land uses.

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This project seeks to do its part to provide more available housing units for purchase in an effort to do its part to help alleviate the local housing shortage by creating for-sale housing units in an area that has seen extreme growth. Additionally, this project will take an abandoned parcel currently used for crime purposes and turn it into a tax revenue generating business for the City.

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

N/A

City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project: DR Horton Townhomes

Address: 7705 Old Government Street Road

Owner: DR Horton

Address: 1641 Popps Ferry Road Suite B Biloxi, MS Zip Code: 39532

Phone: 228-215-1943 Fax: _____ Email: adcrose@drhorton.com

Authorized Agent: Overstreet & Associates, PLLC

Address: 1026 Stanton Road Suite B Daphne, AL Zip Code: 36526

Phone: 251.444.7150 Fax: _____ Email: jay@overstreeteng.com

Contractor: TBD

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Overstreet & Associates, PLLC

Address: 1026 Stanton Road Suite B Daphne, AL Zip Code: _____

Phone: 251.444.7150 Fax: _____ Email: jay@overstreeteng.com

Architect: TBD

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Robert A Cummings

Signature

Robert A. Cummings

Print

4/12/2023

Date

SR PROJECT ENGINEER FOR OVERSTREET

Affiliation to project/Organization

I, James Tate, William Tate, & James Tate, Jr., give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 7705 Old Government Street Road.

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

Overstreet & Associates, PLLC Designee (1)	Designee (2)
jav@overstreetenq.com Email	jav@overstreetenq.com Email
251-444-7159 Phone Number	251-444-7159 Phone Number
James T. Tate Signature of Property Owner	4/17-23 Date

emailed to: Spencer @ seamold@bellsouth.com

STATE OF ALABAMA

COUNTY OF MOBILE

SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **JAMES L. TATE, JR.**, also known as **JAMES LEGRANDE TATE, JR.**, do hereby make, constitute and appoint my father, **JAMES L. TATE**, as my true and lawful attorney-in-fact for the following limited purposes:

To act in my name and stead and on my behalf in the sale and conveyance of approximately 24.4 acres of real property within the State of Alabama, County of Mobile pursuant to that certain Land Purchase Contract with D.R. Horton, Inc. having an effective date of November 16, 2022, said real property being described as follows:

> That particular parcel of land located in Sections 19 and 30, Township 4 South, Range 2 West, Mobile County, Alabama, being more particularly described as follows:
>
> Beginning at the Northeast corner of Lot 1, Towne Centre, as recorded in Map Book 79, Page 40 in the office of the Judge of Probate, Mobile County, Alabama, said point located on the South right-of-way line of Old Government Street; thence run N85°21'10"E, along said South right-of-way line, 432.14 feet to a point; thence run S89°20'16"E, continuing along said right-of-way line, 318.28 feet to a point; thence run N89°02'53"E, continuing along said right-of way line, 199.43 feet to a point; thence run N85°26'01"E continuing along said right-of way line 85.13 feet to a point; thence run N82°02'20"E, continuing along said right-of-way line 120.03 feet to a point; thence run S0°14'36"E, 911.58 feet to a point; thence run N89°44'16"W, 405.82 feet to a point; thence run N88°23'54"W, 164.29 feet to a point; thence run N89°21'04"W, 193.42 feet to a point, said point being the North East corner of Lot 3 of said Towne Centre Subdivision; thence run N86°46'55"W along the North line of said Lot 3, 504.99 feet to a point, said point located on the East line of said Lot 1 of said Towne Centre Subdivision; thence run N02°21'02"E, along the East line of said Lot 1, 396.47 feet to a point; thence run N35°47'42"E, continuing along said East line, 79.18 feet to a point; thence run N07°52'32"E, continuing along said East line 358.68 feet to the Point of Beginning, containing 24.4 acres , more or less.

In connection with said Land Purchase Contract, in the sole discretion of my said attorney-in-fact, to execute and deliver any and all documents in connection therewith, including without limitation, escrow agreements, memorandum agreements, and amendments thereto, and to take any and all action necessary to consummate the closing thereof, including without limitation settlement statements, a warranty deed and such other instruments in writing of whatever kind and nature as may be necessary or proper in relation to the

sale and conveyance of the said real property, and generally to do any and all things necessary in my behalf which I might be required to do to complete said sale and conveyance.

This power of attorney shall remain valid and in full force and effect from the date hereof until terminated in writing by me, and shall not be otherwise terminated or affected by my incapacity, incompetency or disability.

I do hereby expressly covenant and agree to ratify and confirm whatever my said attorney-in-fact shall do by virtue of the powers hereby granted.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 20th day of DECEMBER, 2022.

JAMES L. TATE, JR.

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned notary public in and for said state and county, hereby certify that **JAMES L. TATE, JR.**, whose name signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 20th day of December, 2022.

Notary Public, State At Large
My Commission expires: Oct 26, 2025

LYTONYA L. SULLIVAN NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Oct. 26, 2025

This instrument prepared by:
Beth McFadden Rouse
McFadden, Rouse & Bender, LLC
718 Downtowner Boulevard
Mobile, Alabama 36609
251-342-9172

STATE OF ALABAMA
COUNTY OF MOBILE

SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **WILLIAM P. TATE**, also known as **WILLIAM PAFFORD TATE** do hereby make, constitute and appoint my brother, **JAMES L. TATE**, as my true and lawful attorney-in-fact for the following limited purposes:

To act in my name and stead and on my behalf in the sale and conveyance of approximately 24.4 acres of real property within the State of Alabama, County of Mobile pursuant to that certain Land Purchase Contract with D.R. Horton, Inc. having an effective date of November 16, 2022, said real property being described as follows:

> That particular parcel of land located in Sections 19 and 30, Township 4 South, Range 2 West, Mobile County, Alabama, being more particularly described as follows:
>
> Beginning at the Northeast corner of Lot 1, Towne Centre, as recorded in Map Book 79, Page 40 in the office of the Judge of Probate, Mobile County, Alabama, said point located on the South right-of-way line of Old Government Street; thence run N85°21'10"E, along said South right-of-way line, 432.14 feet to a point; thence run S89°20'16"E, continuing along said right-of-way line, 318.28 feet to a point; thence run N89°02'53"E, continuing along said right-of way line, 199.43 feet to a point; thence run N85°26'01"E continuing along said right-of way line 85.13 feet to a point; thence run N82°02'20"E, continuing along said right-of-way line 120.03 feet to a point; thence run S0°14'36"E, 911.58 feet to a point; thence run N89°44'16"W, 405.82 feet to a point; thence run N88°23'54"W, 164.29 feet to a point; thence run N89°21'04"W, 193.42 feet to a point, said point being the North East corner of Lot 3 of said Towne Centre Subdivision; thence run N86°46'55"W along the North line of said Lot 3, 504.99 feet to a point, said point located on the East line of said Lot 1 of said Towne Centre Subdivision; thence run N02°21'02"E, along the East line of said Lot 1, 396.47 feet to a point; thence run N35°47'42"E, continuing along said East line, 79.18 feet to a point; thence run N07°52'32"E, continuing along said East line 358.68 feet to the Point of Beginning, containing 24.4 acres , more or less.

In connection with said Land Purchase Contract, in the sole discretion of my said attorney-in-fact, to execute and deliver any and all documents in connection therewith, including without limitation, escrow agreements, memorandum agreements, and amendments thereto, and to take any and all action necessary to consummate the closing thereof, including without limitation settlement statements, a warranty deed and such other instruments in writing of whatever kind and nature as may be necessary or proper in relation to the

sale and conveyance of the said real property, and generally to do any and all things necessary in my behalf which I might be required to do to complete said sale and conveyance.

This power of attorney shall remain valid and in full force and effect from the date hereof until terminated in writing by me, and shall not be otherwise terminated or affected by my incapacity, incompetency or disability.

I do hereby expressly covenant and agree to ratify and confirm whatever my said attorney-in-fact shall do by virtue of the powers hereby granted.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 6th day of December, 2022.

ALEX BRADLEY NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Aug. 24, 2026

William P. Tate

WILLIAM P. TATE

STATE OF ALABAMA

COUNTY OF Baldwin

I, the undersigned notary public in and for said state and county, hereby certify that **WILLIAM P. TATE,** whose name signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 6th day of December, 2022.

Notary Public, State At Large
My Commission expires: 8/24/2026

This instrument prepared by:
Beth McFadden Rouse
McFadden, Rouse & Bender, LLC
718 Downtowner Boulevard
Mobile, Alabama 36609
251-342-9172

ALEX BRADLEY NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Aug. 24, 2026

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, TOWNE CENTRE, AS RECORDED IN MAP BOOK 79, PAGE 40 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF OLD GOVERNMENT STREET; THENCE RUN N85°21'10"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 432.14 FEET TO A POINT; THENCE RUN S89°20'16"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 318.28 FEET TO A POINT; THENCE RUN N89°02'53"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 43.25 FEET TO A POINT; THENCE RUN S0°11'08"E, 883.94 FEET TO A POINT; THENCE RUN N89°44'16"W, 45.81 FEET TO A POINT; THENCE RUN N88°23'54"W, 164.29 FEET TO A POINT; THENCE RUN N89°21'04"W, 193.42 FEET TO A POINT, SAID POINT BEING THE NORTH EAST CORNER OF LOT 3, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N86°46'55"W, ALONG THE NORTH LINE OF SAID LOT 3, 504.99 FEET TO A POINT, SAID POINT LOCATED ON THE EAST LINE OF SAID LOT 1, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N02°21'02"E, ALONG THE EAST LINE OF SAID LOT 1, 396.47 FEET TO A POINT; THENCE RUN N35°47'42"E, CONTINUING ALONG SAID EAST LINE, 79.18 FEET TO A POINT; THENCE RUN N07°52'32"E, CONTINUING ALONG SAID EAST LINE, 358.68 FEET TO THE POINT OF BEGINNING, CONTAINING 17.03 ACRES, MORE OR LESS.

NEIGHBORHOOD MEETING MINUTES

PROJECT: Tate Property Townhomes/Subdivision

OWNER: Tate Family

ENGINEER: Overstreet & Associates, PLLC

DATE: May 2, 2023 4:00 p.m.

LOCATION: Hampton Inn Conference Room

1) **Attendees: Everyone was asked to sign the attendance list-** *Attached*
2) *Project Representatives*
   a) Owner: Tate Family

      Kathy Tate – Owner's Wife
      Spencer Arnold – DR Horton Rep Ph: 251-599-9185

   b) **Engineer: Overstreet & Associates**
      Jay Broughton Ph: 251-610-8966
      Email: jay@overstreeteng.com

      Robert Cummings Ph: 251-444-7150
      Email: Robert.c@overstreeteng.com

3) Eleven citizens showed up to speak. Some expressed support for the project and some expressed concerns about the project. The comments made by the citizens are summarized below:

   A) One said they wanted it to be clear cut. Others said they wanted to keep a vegetative buffer.
   B) Concerns were expressed about items that did not have to do with this parcel such as an exposed MAWSS sewer line near Milkhouse Creek, that Old Government Street Road needs to be repaved, cut-through traffic in adjoining neighborhoods, and flooding on Milkhouse Creek.
   C) Several noted that the abandoned house on-site is used by criminals and homeless people.
   D) A gentlemen wanted it explained to him a few times how release rates from detention ponds are calculated and where the stormwater would be directed to.
   E) Many wanted to know the size townhomes and what the price points would be.
   F) A couple asked if it would be subsidized housing.
   G) One stated that large school buses would "start" coming down Old Government Street Road (they already do).
   H) One asked if MAWSS had capacity in their sewer.

l) One stated that new residents to the area would use "their" lake.

DR Horton Representative

DR HORTON TOWNHOMES
7705 OLD GOVERNMENT STREET ROAD

NEIGHBORHOOD MEETING

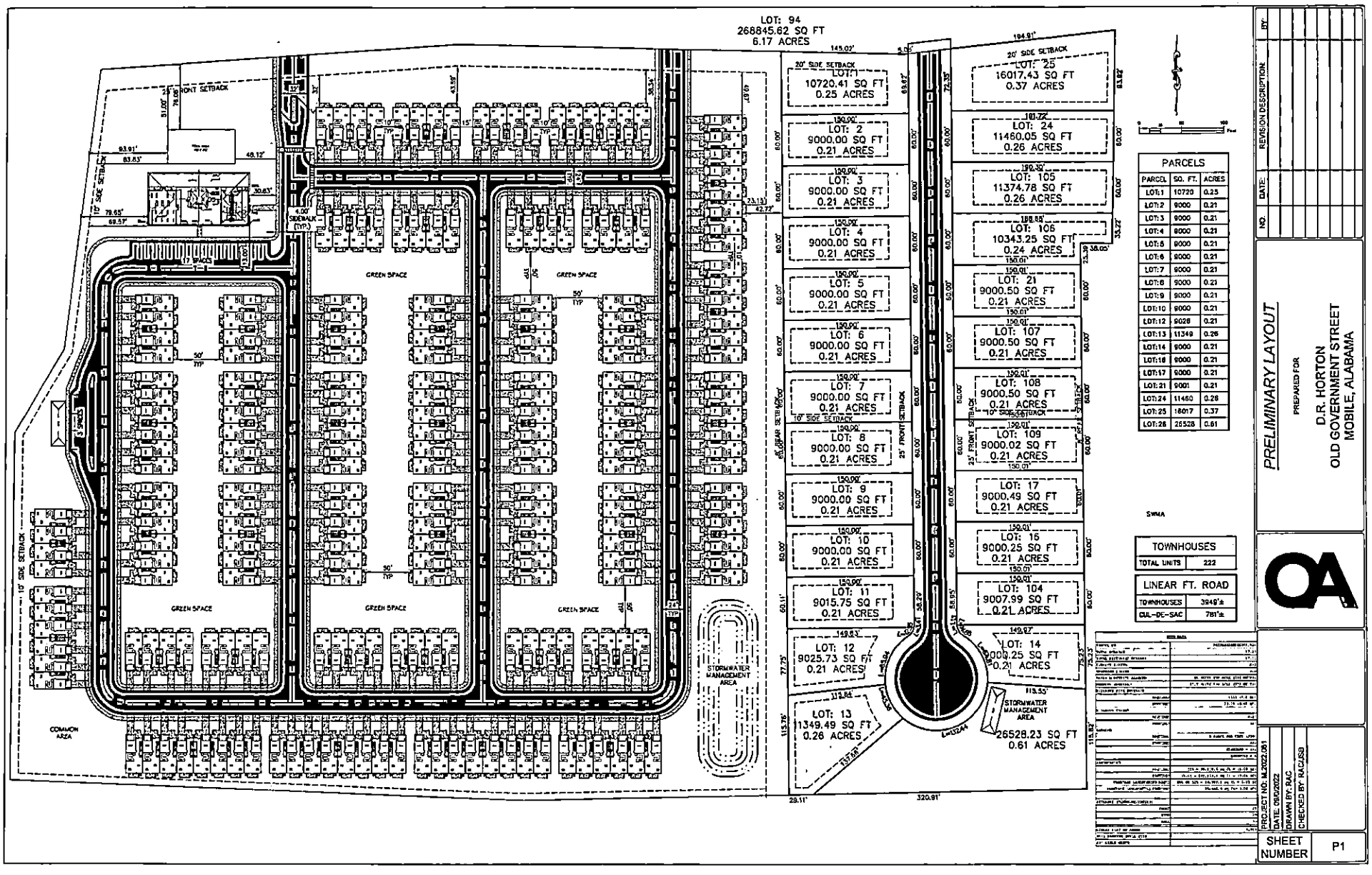
LIST OF ATTENDEES

TUESDAY, May 2, 2023 AT 4:00 p.m.

The following persons were in attendance

Name/Address	Phone Number Email
1. ROBERT CUMMINGS 1026 STANTON RD DAPHNE, AL	251-382-8824 robert.c@overstreeteng.com
2. JAY BROUGHTON 1026 STANTON RD. STE 15 DAPHNE	251 444-7150 JAY@OVERSTREETENG.COM
3. Cheryl Raley 732 Willow Bridge Dr. W. 36695	251-510-8982 Cherylraleyhoa@gmail
4. CINDY BAXTER 1655 SPRING LAKE CT	~~251.423.5777~~ BROD0722@gmail.com
Kari Carter 5. 751 Pine Run Rd. Mobile 36695	251-243-1807 AKariBear82@gmail.com
6. Robin Chestnutt 657 Willow Pointe Dr.	(251)422-4878 robinchestnutt2020@gmail.com
7. Philip W. Corley 7560 old Government St Rd 8. 251-376-0532 ELKGuide@Gmail.com	

	E-MAIL
9. Kathy Scott Tate 15011 Maytower Rd.	Kathytate55@att.net
10. Neil Freels 656 Kaitlyn Pointe Dr.	frielewh@comcast.net
11. Samantha Burns 7101 Lakeview Dr. E	
12. Mike Damoff 7101 Lake View Dr E	
13. Sidney Wallace 7426 Willow Bridge Dr N	
14.	
15.	
16.	
17.	
18.	
19.	
20.	
21.	


LOT: 94
268845.62 SQ FT
6.17 ACRES
GREEN SPACE
COMMON AREA
STORMWATER MANAGEMENT AREA
LOT: 1
10720.41 SQ FT
0.25 ACRES
LOT: 2
9000.00 SQ FT
0.21 ACRES
LOT: 3
9000.00 SQ FT
0.21 ACRES
LOT: 4
9000.00 SQ FT
0.21 ACRES
LOT: 5
9000.00 SQ FT
0.21 ACRES
LOT: 6
9000.00 SQ FT
0.21 ACRES
LOT: 7
9000.00 SQ FT
0.21 ACRES
LOT: 8
9000.00 SQ FT
0.21 ACRES
LOT: 9
9000.00 SQ FT
0.21 ACRES
LOT: 10
9000.00 SQ FT
0.21 ACRES
LOT: 11
9015.75 SQ FT
0.21 ACRES
LOT: 12
9025.73 SQ FT
0.21 ACRES
LOT: 13
11349.49 SQ FT
0.26 ACRES
LOT: 25
16017.43 SQ FT
0.37 ACRES
LOT: 24
11460.05 SQ FT
0.26 ACRES
LOT: 105
11374.78 SQ FT
0.26 ACRES
LOT: 106
10343.25 SQ FT
0.24 ACRES
LOT: 21
9000.50 SQ FT
0.21 ACRES
LOT: 107
9000.50 SQ FT
0.21 ACRES
LOT: 108
9000.50 SQ FT
0.21 ACRES
LOT: 109
9000.02 SQ FT
0.21 ACRES
LOT: 17
9000.49 SQ FT
0.21 ACRES
LOT: 15
9000.25 SQ FT
0.21 ACRES
LOT: 104
9007.99 SQ FT
0.21 ACRES
LOT: 14
9000.25 SQ FT
0.21 ACRES
26528.23 SQ FT
0.61 ACRES
PARCELS
PARCEL | SQ. FT. | ACRES
LOT:1 | 10720 | 0.25
LOT:2 | 9000 | 0.21
LOT:3 | 9000 | 0.21
LOT:4 | 9000 | 0.21
LOT:5 | 9000 | 0.21
LOT:6 | 9000 | 0.21
LOT:7 | 9000 | 0.21
LOT:8 | 9000 | 0.21
LOT:9 | 9000 | 0.21
LOT:10 | 9000 | 0.21
LOT:12 | 9026 | 0.21
LOT:13 | 11349 | 0.26
LOT:14 | 9000 | 0.21
LOT:16 | 9000 | 0.21
LOT:17 | 9000 | 0.21
LOT:21 | 9001 | 0.21
LOT:24 | 11460 | 0.26
LOT:25 | 16017 | 0.37
LOT:26 | 26528 | 0.61
TOWNHOUSES
TOTAL UNITS | 222
LINEAR FT. ROAD
TOWNHOUSES | 3949'±
CUL-DE-SAC | 781'±
PRELIMINARY LAYOUT
PREPARED FOR
D.R. HORTON
OLD GOVERNMENT STREET
MOBILE, ALABAMA
NO. | DATE: | REVISION DESCRIPTION: | BY:
PROJECT NO: ML2022.081
DATE: 09/02/2022
DRAWN BY: RAC
CHECKED BY: RAC/JSB
SHEET NUMBER
P1

City of Mobile
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633

Alabama Mental Health Board
c/o Alabama Dept of Mental Health
100 North Union Street
Montgomery, AL 36130

30 West Pershing LLC
c/o AMC Theatres
11550 Ash Street Suite 200
Leawood, KS 66211

Kohl's Department Stores
P.O. Box 2148
Milwaukee, WS 53201

Home Depot USA Inc
Property Tax Dept.
P.O. Box 105842
Atlanta, GA 30348

Schillinger Town Center LLC
c/o Burton Property Group LLC
41 West I-65 Service Road Suite 310
Mobile, AL 36608

Brickwalk Associates WOS LLC
c/o Kleban Properties LLC
P.O. Box 8050
Bentonville, AR 72716

Dowin & Donna Williams
2966 Harmon Williams Road
Mobile, AL 36608

Frankie Williams
7630 Old Government Street Road
Mobile, AL 36695

Philip W. Corley
7560 Old Government street Road
Mobile, AL 36695

Jose Salgado
7540 Old Government Street Road
Mobile, AL 36695

Pleasanton Hills Mobile Home Park, LLC
11820 Fountain Way Suite 202
Newport News, VA 23606

Jerry & Marie McMullen
7470 Old Government Street Road
Mobile, AL 36695

William P. Tate
P.O. Box 202
Stockton, AL 36579

James L. Tate
1033 52nd Place South
Birmingham, AL 35222

Jay Broughton
1026 Stanton Road Suite B
Daphne, AL 36526

Agenda Item # 1

SUB-002495-2023 & ZON-UDC-002502-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
7701, 7705, 7709, 7621, and 7631 Old Government Street Road

Subdivision Name (as applicable):
Tate Property Subdivision

Applicant / Agent (as applicable):
Amanda Crose, D.R. Horton / Jay Broughton, Overstreet & Associates, RLLC

Property Owner:
James LeGrande Tate, James LeGrande Tate Jr, and William P Tate

Current Zoning:
R-1, Single-Family Residential Suburban

Proposed Zoning (as applicable):
R-1, Single-Family Residential Suburban and R-3, Multi-Family Residential Suburban

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development (as applicable):
Not Applicable

Proposal:
- Subdivision approval to create 27 legal lots of record;
- Rezoning from R-1 to R-3
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:
1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential and commercial units.

APPLICATION NUMBER 1 DATE June 1, 2023

APPLICANT Tate Property Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

SITE HISTORY

The site has not had any applications before the Planning Commission or Board of Adjustment. The site was annexed into the City of Mobile in 2007.

STAFF COMMENTS

Engineering Comments:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Correct the name of Old Government St. to Old Government Street Rd. on the drawing (plan view), the Surveyor's Certificate, the Title Block, and the Property Description.
C. Provide a proposed Street Name.
D. Provide and label the monument set or found at each subdivision corner.
E. Provide additional information for the various callouts of "xx' OFF" or "xx' ON".
F. Provide the proposed curve data.
G. Provide the recording data for the Vacation of the existing Drainage/Utility easement.
H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 17 - #78) LOTS 1 - 27 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOTS 1-26 – NONE and lot 27 – 17,000 sf.
I. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
J. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
K. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
L. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
M. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
N. The proposed road shall be constructed in accordance with current Engineering Department policy letters and design criteria. This would allow the potential for future acceptance of the roadway (and dedicated ROW) by the City.
O. Provide the as-built certification form, test reports, etc. and as-built plans for the proposed infrastructure prior to providing a copy of the FINAL PLAT to the Engineering Dept. for FINAL PLAT review.
P. The street must be submitted for acceptance by the Mobile City Council prior to submitting the Final Plat for City Engineer signature.
Q. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

REZONING COMMENTS

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Each Lot Owner (LOTS 1 – 26) shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The applicant is proposing a 27-lot subdivision. Lots 1-26 would be served by a new public right-of-way to be constructed, and are to be developed with single-family residential dwellings. Lots 1-26 exceed the minimum lot size for a newly platted property in an R-1, Single-Family Residential Suburban District, and Lot 27 exceeds the minimum lot size for a newly platted property in an R-3, Multi-Family Residential Suburban District. If approved, the lot sizes should be retained in square feet and acres on the Final Plat.

The site has frontage on Old Government Street Road, a minor street without curb and gutter, and has an existing compliant right-of-way of 60-feet, making no dedication necessary. The unnamed, proposed right-of-way is depicted to have a compliant 60-foot right-of-way, with a sufficient cul-de-sac.

There is a 30-foot drainage and utility easement depicted through proposed Lot 27, that is labeled as "to be vacated." If the Subdivision application is approved, either the vacation of the easement will need to be completed prior to the signing of the Final Plat, or the easement will need to be retained on the Final Plat, with a note stating that no structures are allowed to encroach in any easement without permission of the easement holder.

The preliminary plat shows the required 25-foot minimum building setback along all frontages, and should be retained on the Final Plat, if approved. It should be noted that side and rear setbacks are depicted for the proposed Lots 1-26, and exceed those required by the Unified Development Code (UDC), with the exception of Lots 1 and 25 depicted as having a 20-foot setback along Old Government Street Road.

The proposed Lot 14 is proposed to be the location of the central mail pickup for the proposed single-family development. As such, it should be relabeled as "Common Area". If approved, a note should be placed on the Final Plat stating the maintenance of Common Areas is the responsibility of the property owners, and not the City of Mobile.

Rezoning

The applicant is proposing to maintain the existing R-1 zoning for Lots 1-26, with the proposed Lot 27 to be rezoned to R-3, in order to accommodate a planned 222-unit townhome development. It should be noted that based on the size of Lot 27 (17.03± Acres), and the maximum density allowable (25 dwelling units/acre), Lot 27 could have up to approximately 425 dwelling units.

The site abuts the City Limit line to the East and South, with the abutting properties being used residentially and as a park. To the West and South, is zoned B-3, and used commercially. To the North, across Old Government Street Road, is R-1, properties that are largely used residentially as well as non-conforming commercial uses.

It should be noted that the lot numbering on the plat submitted does not correspond with the rezoning application. While the rezoning application is not site plan specific, this discrepancy should be corrected; including the revision of Lot 14 to be a "Common Area".

The townhome development is depicted as having a clubhouse with pool, and a mailbox kiosk. There are no dumpsters or trash compactors shown on the site. If dumpsters or trash compactors are to be utilized, they must be placed outside of any setbacks or easements, and have a compliant enclosure.

Each townhome is shown as having a one-car garage, with a driveway, as well as 17 parking spaces by the clubhouse, and three (3) parking spaces by the mail kiosk. It should be noted that the driveways provide approximately 8-feet wide by 16-feet deep driveways for vehicles to park. Parking for the development is

required at a ratio of 1.5 parking spaces per dwelling unit, and cannot be stacked, but rather side-by-side. Furthermore, no accessible parking spaces are depicted. If approved, accessible parking spaces should be provided, as required by the International Building Code and Americans with Disabilities Act.

No sidewalks are shown along the Old Government Street Road or the new single-family residential street. Sidewalks will be required unless a waiver is approved.

The site plan depicts a pool in the front yard, along Old Government Street Road. Pools are allowed in side and rear yards, but not front yards. As such, if approved, the pool should be relocated.

As previously stated, the rezoning application is not site plan specific; however, if the property (proposed Lot 27) is rezoned, full compliance with the Unified Development Code (UDC) is required. To comply with the Unified Development Code the developer should be mindful of all UDC requirements, but below is a short list of particular items in Articles 2 and 3 that must be addressed at the time of permitting.

- Provision of 700 square feet of common open area (64-2-7), with an approved instrument recorded in Probate Court regarding these areas and the long-term maintenance thereof (64-3-11).
- Compliance with the Building Design and Height standards (64-3-6).
- Compliance with the Parking and Loading, as well as Pedestrian Circulation and Sidewalks requirements (64-3-12 and 64-3-3).
- Provision of compliant Landscaping and Tree Plantings (64-3-7).

Again, it must be noted that full compliance with the UDC will be required, the above is simply a short list of specific items that the applicant must take into consideration when preparing plans for compliance with the entire UDC prior to submission for permits.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of all right-of-way widths as depicted on the preliminary plat;
2. Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3. Relabel "Lot 14" to be "Common Area";
4. Placement of a note stating that maintenance of the Common Area is the responsibility of the property owners and not the City of Mobile;
5. Either completion of the vacation of the easement on Lot 27, or retention of the easement with placement of a note stating that no structures are allowed to be erected in any easement without the easement holder's permission;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

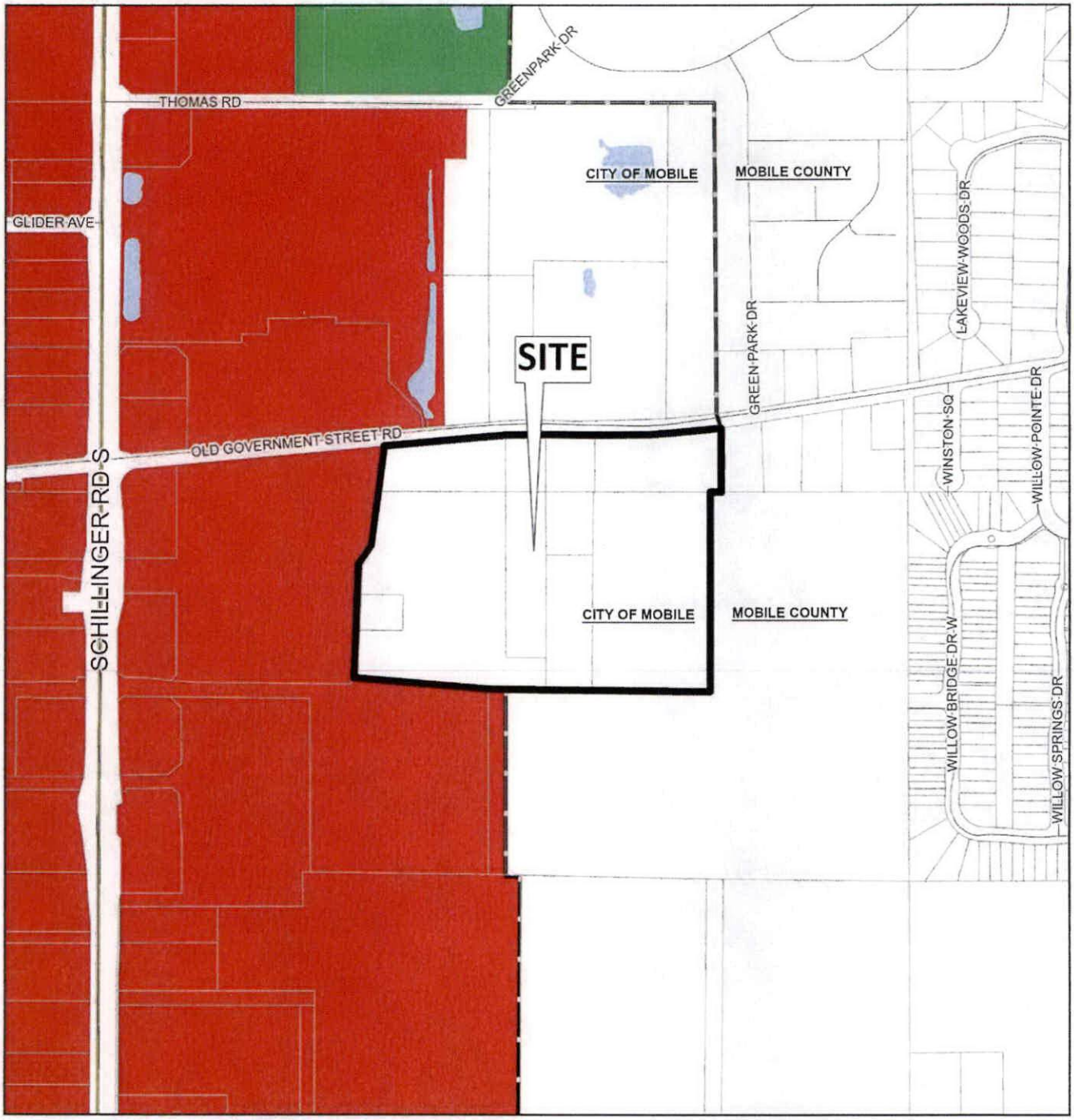
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE June 1, 2023

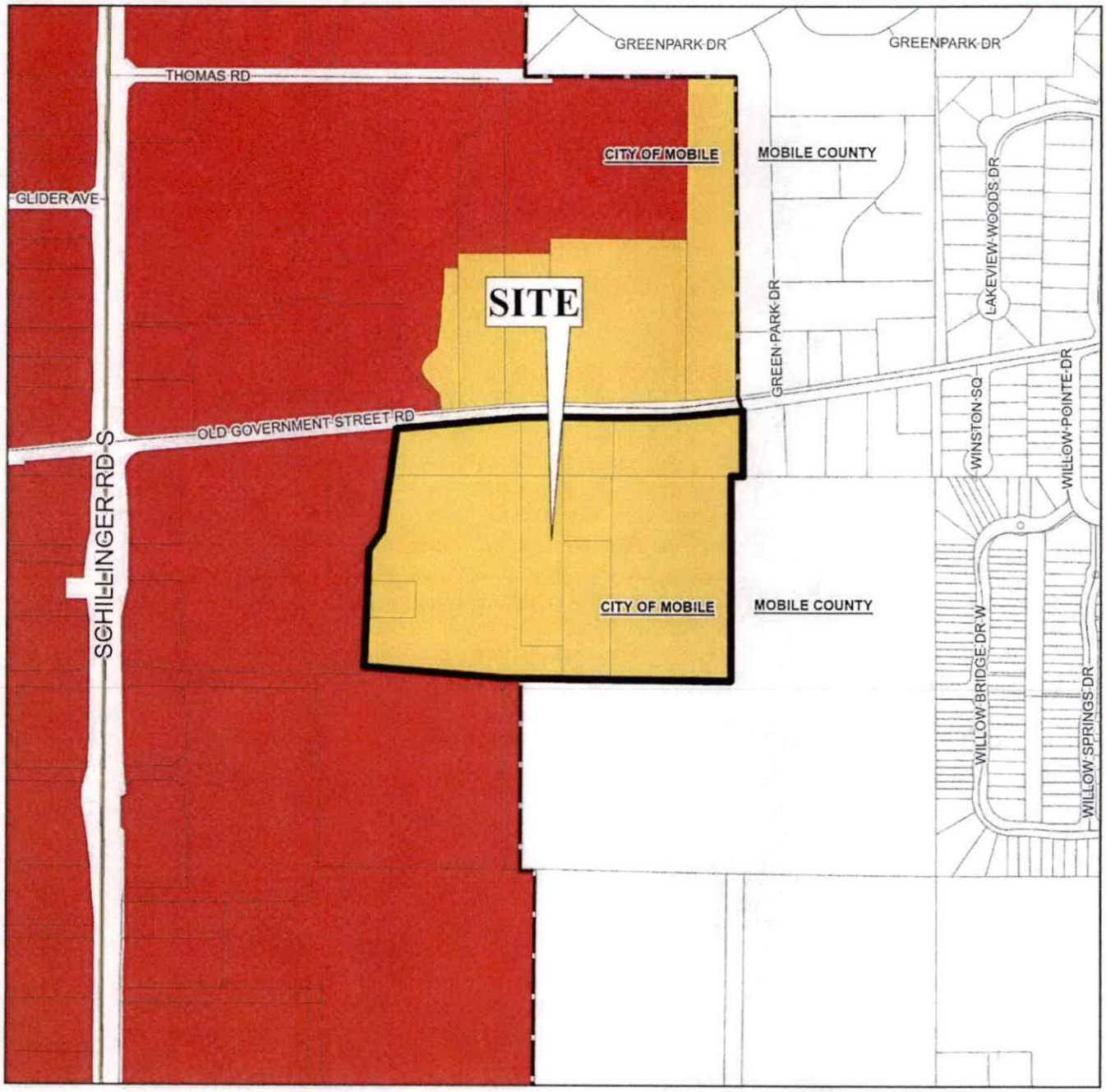
APPLICANT Tate Property Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE June 1, 2023

APPLICANT Tate Property Subdivision

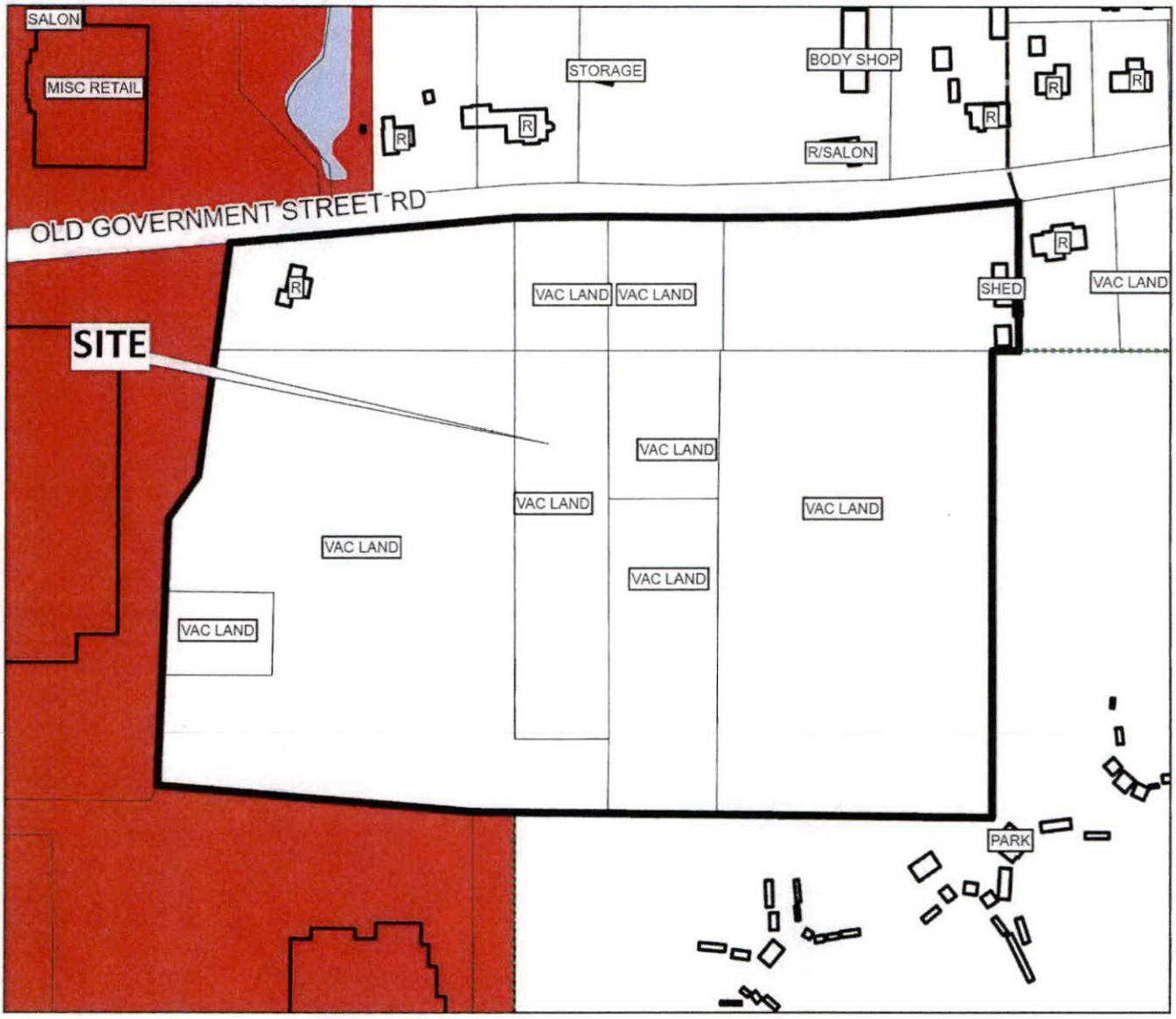
REQUEST Subdivision, Rezoning from R-1 to R-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 1 DATE June 1, 2023

APPLICANT Tate Property Subdivision

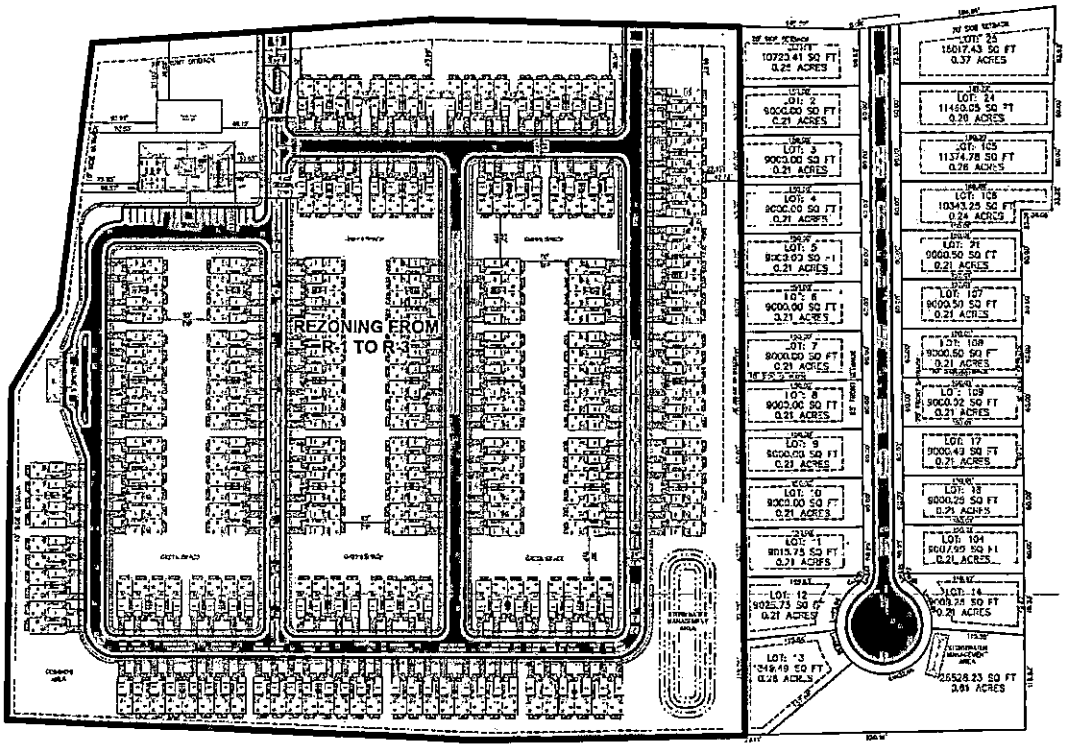
REQUEST Subdivision, Rezoning from R-1 to R-3

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

SITE PLAN



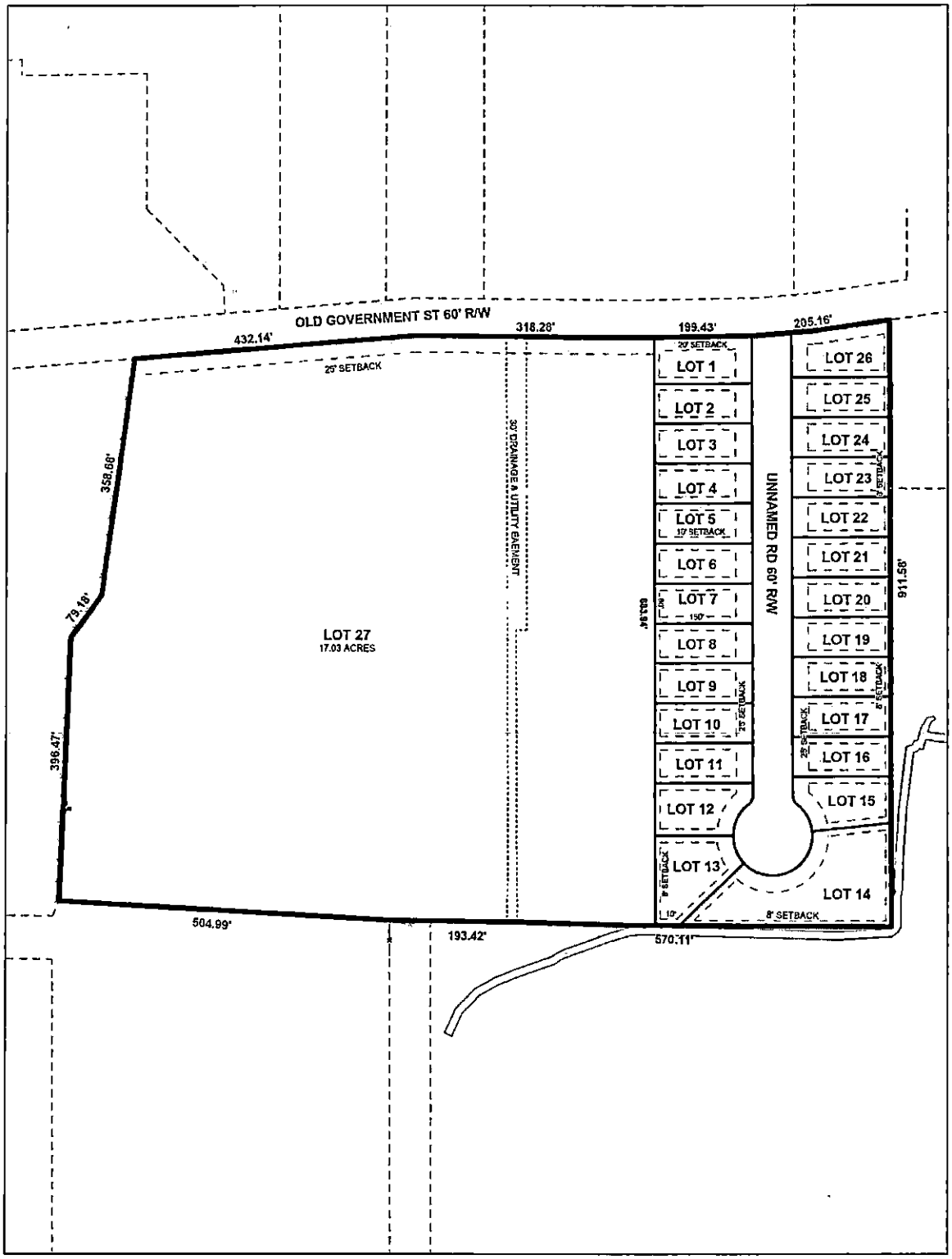
The site plan illustrates the proposed roads, lots, setbacks, and townhomes.

APPLICATION NUMBER	1	DATE	June 1, 2023
APPLICANT	Tate Property Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		

N

NTS

DETAIL SITE PLAN

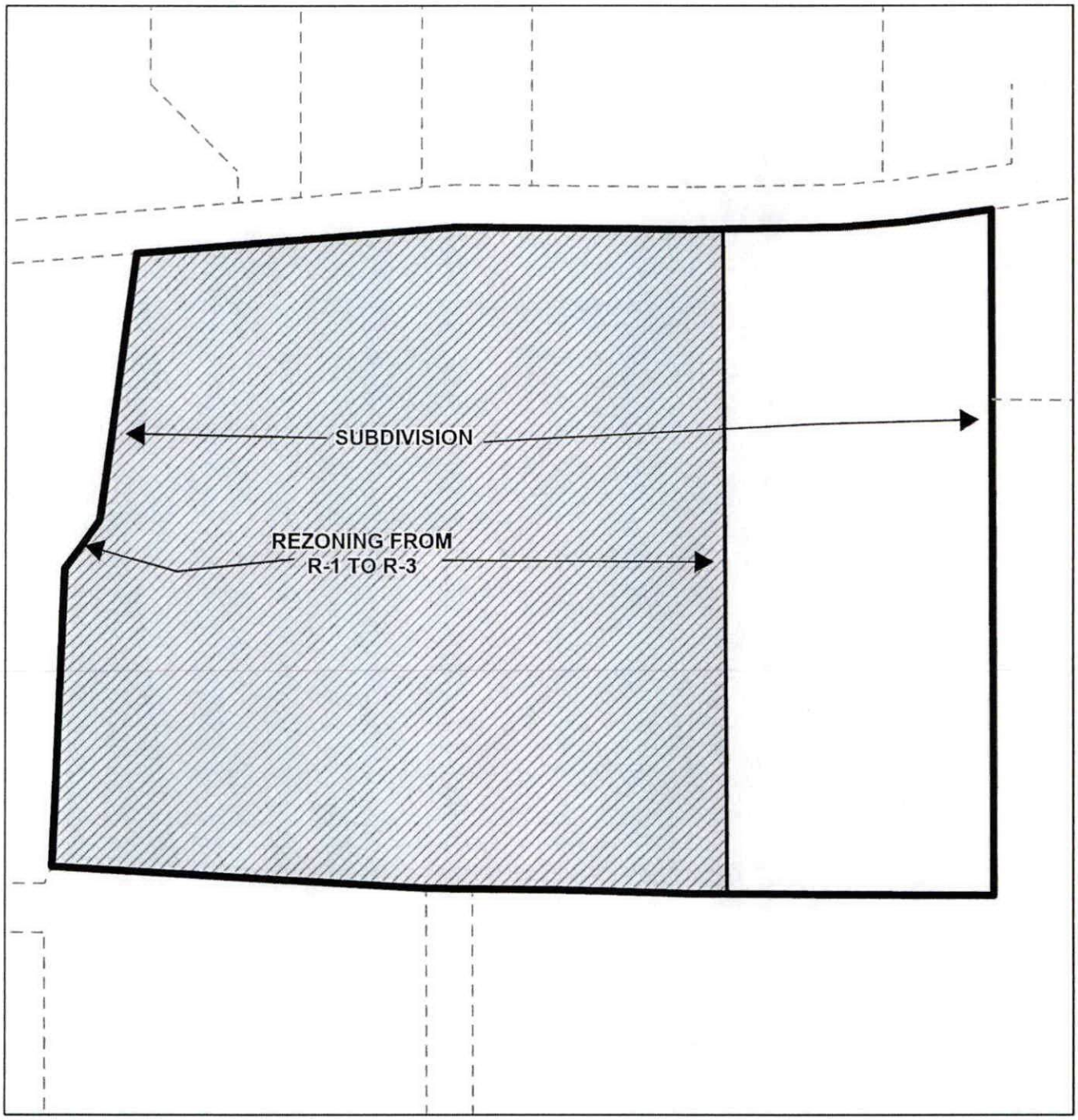


APPLICATION NUMBER	1	DATE	June 1, 2023
APPLICANT	Tate Property Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE June 1, 2023

APPLICANT Tate Property Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	O	
MULTIPLE-FAMILY	R-3	O	■			■	■						□	O	
RESIDENTIAL-BUSINESS	R-B		O			■		■					□	O	
TRANSITIONAL-BUSINESS	T-B		O		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									O	O		□		
DOWNTOWN DEV. DD	SD	O	O	O	O	O	O	O		O	O		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	O	
NEIGH. BUSINESS	B-2		O			□	■	■	■				□	O	
LIMITED BUSINESS	LB-2		O			□	■	■	■				□	O	
COMMUNITY BUSINESS	B-3				■				■			O	□	O	
GEN. BUSINESS	B-4			■					■			O	□	O	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- O Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.