

AGENDA MOBILE CITY COUNCIL MEETING

Tuesday, March 26, 2024, 10:30 AM

- 1. CALL TO ORDER
- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. ROLL CALL
- 5. STATEMENT OF RULES BY COUNCIL PRESIDENT
- 6. APPROVAL OF MINUTES

March 19, 2024

- 7. COMMUNICATIONS FROM THE MAYOR
- 8. MONTHLY FINANCE REPORTS
- 9. ADOPTION OF THE AGENDA
- 10. APPEALS

Request of Hargrove and Associates, Inc. for a waiver of the Noise Ordinance at Mardi Gras Park on May 30, 2024, from 5:00 p.m. - 8:00 p.m. (District 2).

Request of Billy Mclain for a waiver of the Noise Ordinance at Medal of Honor Park on March 30, 2024, from 12:00 p.m. - 3:00 p.m. (District 6).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Carolyn Greene - Comments about the need for fully accessible restrooms in the new Civic Center.

Timothy Hollis - Offer solutions for youth violence prevention in Mobile.

Pastor Valenia Green - Comments about homelessness and deprivation in Mobile.

John Robb - Comments about planting trees in West Mobile to replace the dozens removed from the rights-of-ways.

Diane McCaskey - Request that the Council submit a resolution to urge the State to accept federal summer EBT program funds.

Austin Gerald - Speak in support of the return of Amtrak passenger rail service to Mobile.

12. ORDINANCES HELD OVER

34-023 Ordinance to levy taxes for the tax year beginning October 1, 2024, and for successive years, on all real and personal property and intangibles located in certain areas within the corporate limits of the City of Mobile and to except from such taxes other areas within the corporate limits of the City of Mobile (sponsored by Mayor Stimpson).

13. RESOLUTIONS HELD OVER

- 09-246 Allocate funds from Unassigned Fund Balance in the General Fund to Capital Improvement Fund, Capital Project Civic Center Projects (sponsored by Mayor Stimpson) (submitted by Relya McMillian, Capital Projects).
- 08-247 Approve purchase order to Harrells, LLC for fertilizer for Azalea City Golf Course; \$18,078.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-248 Approve purchase order to Noble Supply & Logistics, LLC for portable x-ray system and generator for MPD; \$70,042.28 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-250 Approve purchase order to SHI International Corp. for 12 month subscription for Terranova cybersecurity training services for MIT; \$23,425.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-251 Approve purchase order to Southern Emergency & Rescue Vehicle Sales, LLC for two ambulances for MFRD; \$252,938.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 08-252 Approve purchase order to Sumuri, LLC for forensic computer workstation for MPD; \$19,568.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).
- 21-253 Authorize contract with CDG, Inc. for professional services for Municipal Garage above ground service tank; \$69,975.00; (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).
- 21-254 Authorize contract amendment #2 with Goodwyn Mills Cawood, LLC for master plan improvements at the Civic Center; \$16,704,096.00 additional

- (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney and Carleen Stout-Clark, REAM Dept.).
- 21-255 Authorize contract with McCrory & Williams, Inc. for Cypress Shores drainage improvements CEI; \$80,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).
- 21-256 Authorize contract amendment #1 with Volkert, Inc. for Civic Center project management and site design; \$ 5,577,031.00 additional (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney and Carleen Stout-Clark, REAM Dept.).
- 37-257 Consider the application of Rodney Dozier to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).
- 60-258 Authorize Settlement Agreement; MYMS, Inc. (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).
- 60-259 Authorize Settlement Agreement and Release of Claims; Reed (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).
- 60-260 Authorize Settlement Agreement and Release of Claims; Watts (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).
- 01- 263 Authorize contract with Global Spectrum, L.P., d/b/a OVG 360, to manage the Mobile Convention Center and Saenger Theatre (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney, and Carleen Stout-Clark, REAM Dept.).

14. CONSENT RESOLUTIONS BEING INTRODUCED

- 03-264 Reappoint Charles Hendry to the Electrical Examiners Board (sponsored by Councilmember Gregory) (submitted by Lisa C. Lambert, City Clerk).
- 37-265 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to DP Two Stop; 2166 Wagner Street (sponsored by Councilmember Penn).
- 37-266 Recommend approval to the ABC Board for issuance of a Special Events Retail License to Boat Show on the Bay; 2703 Battleship Pkwy. (sponsored by Councilmember Carroll).
- 37-267 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Jet 2; 1415 Dauphin Island Pkwy. (sponsored by Councilmember Small).
- 37-268 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Brothers Quick Stop; 375

- Cody Road, N. (sponsored by Councilmember Gregory).
- 46-269 Honorarily rename International Drive to "Honorary Lee Dell Scarborough Drive" (sponsored by Councilmember Daves) (submitted by Lisa C. Lambert, City Clerk).
- 58-270 Declare weeds noxious, Group 1655.
- 58-271 Authorize removal of weeds, Group 1653.
- 58-272 Assess costs for removal of weeds, Weed Lien Group 1646.
- 60-273 Determine an appropriation to Scarborough Model Middle School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).
- 60-274 Determine an appropriation to Secret Scientist serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).
- 60-275 Determine an appropriation to Hope Boxing Academy, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).
- 60-276 Determine an appropriation to Whitley Elementary School serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

15. RESOLUTIONS BEING INTRODUCED

- 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.).
- 08-280 Approve purchase order to Howard Industries, Inc. for replacement projectors and system for National Maritime Museum; \$25,078.00 (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.).

23-283 Accept right-of-way deed for Halls Mill Road and Demetropolis Road intersection improvement (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept. and Carleen Stout-Clark, REAM Dept.).

45-284 Accept "Hawkins Manor Streets" of Hawkins Manor for City maintenance (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

16. CALL FOR PUBLIC HEARINGS

41-285 Call for public hearing to consider the application of Sonia Jordan to operate a shuttle service (scheduled for April 9, 2024).

17. ANNOUNCEMENTS



Agenda of:3/26/2024

Funding Source

Project # **Discretionary Funds Project String Contract Number:**

Budget Amendment REDUCE **INCREASE**

Grant Funds Matching Funds

ATTACHMENTS:

Upload Date Description Type

No Attachments Available

REVIEWERS:

Department Reviewer Action Date

3/21/2024 - 3:06 City Clerk Gauthier, Lana Approved

PM



Agenda of:3/26/2024

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 3/21/2024 - 11:05 AM



Agenda of:3/26/2024

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 3/21/2024 - 11:07 AM



Agenda of: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

REVIEWERS:

Department Reviewer Action Date

City Clerk Leverette, Tiereney Approved 3/21/2024 - 11:10 AM



Agenda of: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

REVIEWERS:

Department Reviewer Action Date

City Clerk Leverette, Tiereney Approved 3/21/2024 - 11:12 AM



Agenda of: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

REVIEWERS:

Department Reviewer Action Date

City Clerk Leverette, Tiereney Approved 3/21/2024 - 11:13 AM



Agenda of: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

REVIEWERS:

Department Reviewer Action Date

City Clerk Leverette, Tiereney Approved 3/21/2024 - 11:16 AM



Agenda of:3/26/2024

Funding Source

Project # **Discretionary Funds Project String Contract Number:**

Budget Amendment REDUCE **INCREASE**

Grant Funds Matching Funds

ATTACHMENTS:

Upload Date Description Type

REVIEWERS:

Department Reviewer Action Date

3/21/2024 - 1:51 PM City Clerk Leverette, Tiereney Approved



Agenda of: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

REVIEWERS:

Department Reviewer Action Date

City Clerk Leverette, Tiereney Approved 3/21/2024 - 1:54 PM



Agenda of: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 ordinance Cover Memo 3/25/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/14/2024 - 10:58 AM

34-023 2024

AN ORDINANCE TO LEVY TAXES FOR THIS TAX YEAR BEGINNING OCTOBER 1, 2019, AND FOR SUCCESSIVE YEARS, ON ALL REAL AND PERSONAL PROPERTY AND INTANGIBLES LOCATED IN CERTAIN AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE AND TO EXCEPT FROM SUCH TAXES OTHER AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE.

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

SECTION 1: For the purpose of paying the expenses of the City Government, the Council of the City of Mobile does hereby lay, levy, and assess for the municipal tax year, beginning October 1, 2019, and for successive tax years, ad valorem taxes on all real and personal property and intangibles located within the corporate limits of the City of Mobile, including, without limitations, property situated in the following described areas within the corporate limits of the City of Mobile, and which may be subjected to municipal ad valorem taxes under the Constitution and Laws of the State of Alabama, viz.:

"A"

Commencing at the intersection of the west harbor line of Mobile River and the township line between Township 3 south and Township 4 south; thence eastwardly along said township line to the point where the same intersects the east shore line of Blakely Island on Polecat Bay: thence southwardly along the meanders of the said east shore line of Blakely Island and the north shore line of the Mobile Bay Bridge Causeway to a point on said north shore line of said Causeway where said shore line is intersected by the northsouth Coordinate Line 336,000 of the Transverse Mercator Projection for Alabama west Zone as used officially on Maps of the Mobile Bay area by the United States Corps of Engineers; thence south along said coordinate line to the point of its intersection with the south boundary line of Township 4 south, thence westwardly along said township line between Township 4 south and Township 5 south to the point where the same intersects the north right-of-way line of the Louisville and Nashville Railroad; thence southwestwardly along the north right-of-way line of the Louisville and Nashville Railroad to the west bank of Dog River; thence northwestwardly along the west bank of Dog River to the north bank of Bolton Branch; thence northwestwardly along the north bank of Bolton Branch to the range line between Range 1 west and Range 2 west of the St. Stephens Meridian; thence due north along said range line to the southwest corner of Section 6, Township 4 south, Range 1 west of the St. Stephens Meridian; thence east along the south line of Section 6, and continue east along the south line of Section 5 of said Township 4 south, Range 1 west in a straight line to the southeast line of Alley No. 1 (Prichard Lane); thence northeastwardly along the south property line of Alley No. 1 (Prichard Lane) to the point where the same intersects the east property line of College Avenue; thence southeastwardly along the east and north property lines of College Avenue to the north property line of Sweeney's Lane; thence southwestwardly along the

north property line of Sweeney's Lane to the west bank of Toulmin's Branch; thence southeastwardly along the west bank of Toulmin's Branch to a point directly west of the south boundary line to the City of Prichard; thence eastwardly, northwardly and eastwardly, along the boundary line of the City of Prichard to the southeast corner of the Craftview Court Subdivisions; thence directly eastwardly to the point of Intersection of the west boundary line of West Highlands Subdivision; thence northwardly along the west boundary line of West Highlands Subdivision to the north boundary line of said Subdivision; thence eastwardly along the north boundary line of said subdivision to the west right-of-way line of Telegraph Road; thence northwestwardly along said right-of-way line to the south right-of-way line of the Bay Bridge Road; thence eastwardly along said south right-of-way line to the east right-of-way line of the Southern Railroad; thence northwestwardly along the east right-of-way line of the Southern Railroad to the point where the same intersects the township line between Township 3 south and Township 4 south; and thence eastwardly to the point of beginning at the intersection of said township line and the west harbor line of Mobile River.

"B"

Commencing at the intersection of the south right-of-way line of Bay Bridge Road with the east right-of-way line of the Southern Railroad; run thence eastwardly along the south right-of-way line of said Bay Bridge Road to its intersection with the center line of Paper Mill Road projected south; run thence northwardly, northwestwardly and westwardly, along the center line of Paper Mill Road to its intersection with the eastern city limits of Prichard; run thence southwardly and eastwardly along the City Limits of Prichard to the point of beginning.

"C"

Commencing at a point where the north line of Section 7, Township 4 south, Range 1 west intersects the east right-of-way line of Federal Interstate Highway 1-65 (Belt Line Highway); run thence east along the north line of Section 7 and Section 8, Township 4 south, Range 1 west to the east right-of-way line of Mobile Street; run thence northeastwardly along the east line of said Mobile Street and the east line of Prichard Avenue West to the Prichard city limits; run thence northwestwardly along the boundary lines between Mobile and Prichard to where the same intersects the southeast right-of-way line of Federal Interstate Highway 1-65 (Belt Line Highway); run thence southwestwardly along the south and east right-of-way line of said Federal Interstate Highway 1-65 to the point of beginning.

"D"

Commencing at the northeast corner of the northwest one-quarter of the northwest one-quarter of Section 34, Township 3 South, Range 1 West; thence run southwardly, eastwardly, southwardly, westwardly, and southwardly along the Mobile-Prichard city limits line to the north line of Paper Mill Road (Diaz Street); run thence eastward and southward along the north and east lines of Paper Mill Road to the line between Township

3 south and Township 4 south; run thence east along the line between Township 3 south and Township 4 south to the west bank of Mobile River; run thence northward along the west bank of Mobile River and Chickasaw Creek to the north line of Sections 34 and 35, Township 3 south, Range 1 west extended eastward; run thence west along the north line of Section 35 and 34, Township 3 south, Range 1 west to the point of beginning.

"F"

Commencing at the northwest corner of the northeast one-quarter of Section 1, Township 4 south, Range 2 west and run east along the north line of Section 1, Township 4 south, Range 2 west and Section 6, Township 4 south, Range 1 west, to the west line of Interstate Highway 1-65; run thence northeastward along the west line of Interstate Highway 1-65 to the West Prichard City Limits; run thence southward along the Prichard city limits to the east line of Interstate Highway 1-65; run thence southwestward along the east line of Interstate Highway 1-65 to the south line of Section 6, Township 4 south, Range 1 west; run thence west along the south line of Section 6, Township 4 south, Range 1 west, and Section 1, Township 4 south, Range 2 west to the southwest corner of the southeast one-quarter of Section 1, Township 4 south, Range 2 west; run thence north along the north-south centerline of Section 1, Township 4 south, Range 2 west to the point of beginning.

"F"

All portions of any of the territory heretofore described in this Section which was brought into the corporate limits of the City by an election held pursuant to Article 2, Chapter 5, Title 37 of the Code of Alabama 1940, as amended, within ten years next immediately preceding the adoption of this Ordinance and which at the time it was brought within the City was used or occupied as or as a part of a mining, manufacturing, or industrial plant or construction, or which is used or occupied as or as a part of a railroad or street railroad, or for any other quasi public use, and continues to be so used, and all property having a situs of such territory (but not including residences, dwelling houses, storehouses, commissaries, warehouses, or the land on which they are situated) shall be exempt from the taxes levied by this Ordinance for the tax year beginning October 1, 2017.

"G"

Commencing at the northeast corner of the northwest one-quarter of the northwest one-quarter of Section 34, Township 3 south, Range 1 west, said corner being a corner of the city limits of the City of Mobile and City of Prichard and run thence westwardly, northwardly and eastwardly along the meanderings of the easterly city limits of Prichard and Chickasaw to the south right-of-way line of Viaduct Street; thence easterly and southeasterly along the south side of Viaduct Street and Gulf Warrior Road to a point; thence south a distance of 670 feet, more or less, to a point; thence east a distance of 300 feet, more or less, to a point on the westward property line of Warrior and Gulf Navigation Company; thence west along said property line 180 feet, more or less, to a point; thence southwesterly along said property line a distance of 650 feet, more or less,

to a point; thence run south along the west property line a distance of 1,362.28 feet to a point; thence turn a 90 degree 00' angle to the left and run easterly along the south property line of south property line extended of Warrior and Gulf Navigation Company a distance of 1,600 feet to a point on the centerline of Chickasaw Creek; thence northerly and westerly along the centerline of Chickasaw Creek a distance of 13,200 feet, more or less, to a point on the northerly extension of the east property line of Chickasabogue Lumber Company; thence southerly along the northerly extension of and the east property line of Chickasabogue Lumber Company a distance of 350 feet, more or less, to the southeast property corner of Chickasabogue Lumber Company; said point being 100 feet south of the centerline of a railroad spur track; thence run in a westerly direction 100 feet south of and parallel with the centerline of said spur track a distance of 1,516.50 feet to a point on the east property line of T. Lee Robinson; thence south 27 degrees 36' west along the east property line of T. Lee Robinson a distance of 430 feet to the southeast property corner of T. Lee Robinson; thence easterly 100 feet to a point; thence south 14 degrees 21' west along the east property line of O'Neal Steel, Inc., a distance of 1,013.12 feet to a point; thence westerly a distance of 100 feet to a point; thence south 14 degrees 21' west along the east property line of O'Neal Steel, Inc., a distance of 235 feet to the southeast corner of O'Neal Steel, Inc., property; thence southerly and parallel to the east right-of-way of Southern Railroad a distance of 210 feet, more or less, to a point on the Chickasaw City Limits that is 448 feet easterly of and perpendicular to the east right-ofway of Southern Railroad; thence westwardly and northwardly along the meanderings of the easterly City Limits of Chickasaw to the centerline of Chickasaw Creek; thence eastwardly along the meandering centerline of Chickasaw Creek 1,730 feet, more or less, to a point; thence north 05 degrees, 36' 05" east a distance of 960 feet, more or less, to a point on the south bank of Black Bayou; thence eastwardly along the south bank of Black Bayou 110 feet, more or less, to a point; thence north 05 degrees, 36' 05" west a distance of 4,020 feet, more or less, to a point on the south right-of-way of Industrial Parkway Extension; thence northwestwardly and westwardly along said south right-ofway line a distance of 1,387.63 feet to a point on the east line of Norfolk-Southern Railroad right-of-way; thence north 05 degrees, 36' 05" east along the east right-of-way of Norfolk-Southern Railroad right-of-way a distance of 1,010 feet to a point; thence south 84 degrees 23' 55" east a distance of 100 feet to a point; thence north 05 degrees, 36' 05" east a distance of 190 feet to a point; thence run east along a line parallel with the north line of the southeast guarter of Section 10, Township 3 south, Range 1 west a distance of 4,030 feet to a point lying 765 feet south of the northeast corner of the southeast quarter of Section 10, Township 3 south, Range 1 west; thence run north along the east line of Sections 10 and 3, Township 3 south, Range 1 west a distance of 7,950 feet, more or less to the south bank of Norton's Creek; run thence eastwardly and northwardly along the meanderings of the south and east bank of Norton's Creek to the point where the same meets the south bank of Bayou Sara; run thence eastwardly along the southerly and westerly bank of Bayou Sara to the point of intersection of the township line between Township 3 south and Township 2 south; run thence along said township line to the east boundary line of Mobile; run thence southwardly along the east boundary line of Mobile County to a point on said boundary 200 feet south of the Tensaw River Bridge on the Mobile Bay Causeway; run thence due west to a point of intersection with the north-south coordinate line 336,000 of the Transverse Mercator Projection for Alabama West Zone

as officially used on maps of the Mobile Bay Area by the United States Corps of Engineers; run thence north along said projection line to the north shoreline of the Mobile Bay Causeway; run thence westwardly and northwardly along the north shore line of the Mobile Bay Causeway and along the east shore line of Blakely Island to the point of intersection with the township line between Township 3 south and Township 4 south; run thence westwardly along said township line to the point of intersection with the west harbor line of Mobile River, run thence northwardly along the west harbor line of Mobile River, and the west bank of Chickasabogue Creek to the point of intersection with the north line of Sections 34 and 35 projected eastwardly; run thence westwardly along the north line of Sections 34 and 35 and along said projection to the point of beginning.

Less and except the area described in the Alabama Legislative Act 98-597, that deannexed and removed from within the boundary lines and corporate limits of the municipality of Mobile the area described in Act 98-597 as:

Commencing at the southeast corner of Section 2, T3S-R1W, Mobile County, Alabama; thence along the east boundary of said Section 2, T3S-R1W run N 01 degrees 35' 03" E 1179.30 feet to a point on the south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. as per instrument from Jacintoport Corporation to Mobile River Coal Handling Facility, Inc., dated June 1, 1976 and the north boundary of United Gas Pipe Line rightof-way; said point being the POINT OF BEGINNING of the property herein described; thence along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc., and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 02' 57" E 268.44 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc., and said north boundary of United Gas Pipe Line rightof-way run S 89 degrees 35' 57" 1817.84 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run N 00 degrees 24' 03" E 113.90 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run N 70 degrees 36' 03" E 965.33 feet to a point on the west line of a 25 foot Phillips Petroleum Company easement; thence along said West line of the 25 foot Phillips Petroleum easement run S 01 degrees 12' 36" W 3948.37 feet to a point on the north boundary of the property now or formerly of Southern Railway System; thence along said north boundary of Southern Railway System property run N 89 degrees 42' 50" W 8150 feet, more or less, to a point on the east line of Section 10, T3S-R1W, Mobile County, Alabama; said point also being on the present corporate limits of the City of Saraland; thence along said west corporate limits of the City of Saraland and along the east line of Sections 10 and 3, T3S-R1W, run northwardly 6850 feet to a point on the centerline of Norton's Creek; thence along the meandering of said centerline of Norton's Creek and along the meandering of the centerline of Bayou Sara run northeastwardly 6850 feet, more or less, to a point on the Northward projection of the west boundary of the aforementioned Tract "A", Mobile River Coal Handling Facility, Inc.; thence along said northward projection of and the west boundary of Tract "A". Mobile River Coal Handling Facility, Inc., run S 01 degrees 35' 03" W 4650 feet, more or less, to the southwest corner of said Tract "A", Mobile River Coal Handling Facility, Inc., thence along the south line of said Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 02' 57" E 875.05 feet to the point of beginning. Describe area contains 1,081 acres, more or less.

"H"

Commencing at the intersection of the southern margin of Dog River and the east rightof-way line of Dauphin Island Parkway (Cedar Point Road), Mobile County, Alabama; thence run south 14 degrees 39' west along said east right-of-way line of Dauphin Island Parkway a distance of 72.31 feet, more or less, to a one-half inch iron rod; thence continue south 14 degrees 39' west along said east right-of-way line a distance of 550.00 feet to the point of beginning; thence run south 75 degrees 21' east a distance of 200.00 feet to a point; thence run north 14 degrees 39' east a distance of 510.00 feet, more or less, to the southern margin of Dog River; thence run eastwardly and southwardly along the southern and western margins respectively of Dog River and Mobile Bay a distance of 1,521.00 feet, more or less, to a point, said point being the intersection of the western margin of Mobile Bay and the north line of Lot 1, Block 1 of Bay Division, Hollinger's Island, as recorded in Map Book 3, Pages 109-110, of the records on file in the Office of the Judge of Probate Court of Mobile County, Alabama; thence run south 79 degrees 15' west along the north line of said Lot 1 distance of 832.17 feet, more or less, to the northwest corner of said Lot 1, said corner being the terminus of the east right-of-way line of the north extension of Bay Road; thence continue south 79 degrees 15' west along the terminus of said right-of-way a distance of 26.89 feet to a point; thence run north 75 degrees 01' west along the terminus of said right of way a distance of 25.06 feet to a point, said point being the terminus of the west right-of-way line of the north extension of said Bay Road; thence run north 85 degrees 23' west a distance of 135.00 feet to a point; thence run north 14 degrees 39' east a distance of 580.34 feet to a point; thence run north 45 degrees 21' west a distance of 247.51 feet to a point; thence run north 75 degrees 21' west a distance of 200.00 feet to a point on the east right-of-way line of Dauphin Island Parkway; thence run north 14 degrees 39' east along the east right-of-way line of Dauphin Island Parkway a distance of 100.00 feet to the point of beginning, containing 747,700 sq. ft. plus or minus, (17.165 Ac. plus or minus).

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Commencing at the southeast corner of Section 7, Township 5 south, Range 2 west, Mobile County, Alabama; run north 00 degrees 07' 30" east along the east line of said Section 7 to the northeast corner of the southeast quarter of the southeast quarter of Section 7 and the point of beginning; thence run west along the east-west centerline of the southeast and southwest quarters of Section 7 to a point on the northeast corner of the southwest quarter of Section 7; thence run north along the north-south centerline of the southwest quarter to the southeast corner of the northeast quarter of the northwest quarter of the southwest quarter of the southwest quarter of the southwest quarter of the southwest quarter of the northwest quarter of Section 7; thence run

eastwardly to the southwest corner of the southeast quarter of the northwest quarter of Section 7; thence run northwardly to the northwest corner of the southwest quarter of the southeast quarter of the northwest quarter of Section 7; thence run eastwardly to the north-south centerline of Section 7; thence run southwardly to a point that lies 2663.77 feet west of and 2427.10 feet north of the southeast corner of Section 7; thence run north 00 degrees 12 minutes 16 seconds west a distance of 438.99 feet to a point; thence run south 89 degrees 40 minutes 29 seconds east a distance of 2666.30 feet to a point on the east section line of Section 7; thence run south along said section line to the point of beginning.

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Beginning at the intersection of the north bank of Halls Mill Creek and the eastward right-of-way line of Interstate Highway 10; thence run southwestwardly, southwardly, and southeastwardly along the southeastward right-of-way line of 1-10 to a point on the centerline of Rangeline Road; thence run southeastwardly along the centerline of Rangeline Road to a point on the westward bank of Rabbit Creek; thence run northeastwardly, northwardly, and northwestwardly along the westward bank of Rabbit Creek to its intersection with the south bank of Halls Mill Creek; thence run westwardly along the southward bank of Halls Mill Creek to the east line of Section 24, Township 5 south, Range 2 west; thence run north along the east line of Section 24 to the north bank of Halls Mill Creek and the existing city limits of Mobile; thence run westwardly along the north bank of Halls Mill Creek and existing city limits of Mobile to the point of beginning.

"K"

All of River Oaks Subdivision as recorded in Map Book 76, Page 83. All of Riverchase Estates as recorded in Map Book 69, Page 10. All of Lot 1, Covenant Subdivision, as recorded in Map Book 60, Page 83.

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BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SNOW ROAD AND THE NORTH LINE OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE, COUNTY, ALABAMA FOR THE POINT OF BEGINNING; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 15 FOR 694.00 FEET, MORE OR LESS; RUN THENCE NORTH 87° 42' 29" WEST FOR 1958.00 FEET, MORE OR LESS; RUN THENCE NORTH 87° 11' 00" WEST FOR 208.00 FEET, MORE OR LESS; RUN THENCE SOUTH 87° 11' 00" WEST FOR 208.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 08' 00" WEST FOR 420.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF TANNER WILLIAMS ROAD; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 1108.00 FEET, MORE OR LESS; RUN THENCE SOUTH 90° 00' 00" EAST FOR 900.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 900.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 23' 30" WEST FOR 600.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 23' 30" WEST FOR 600.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 23' 30" WEST FOR 600.00 FEET, MORE OR LESS; RUN

THENCE NORTH 90° 00' 00" EAST FOR 440.00 FEET. MORE OR LESS: RUN THENCE NORTH 00° 35' 43" EAST FOR 1984.00 FEET, MORE OR LESS; RUN THENCE SOUTH 87° 17' 41" WEST FOR 565.00 FEET. MORE OR LESS: RUN THENCE NORTH 02° 23' 56" WEST FOR 250.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD: RUN THENCE IN A NORTHEASTERLY- THENCE SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 3127.00 FEET, MORE OR LESS, TO THE EAST LINE OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE COUNTY, AL; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 10 FOR 329.00 FEET, MORE OR LESS; RUN THENCE SOUTH 69° 24' 46" EAST FOR 333.00 FEET, MORE OR LESS; RUN THENCE NORTH 12° 35'14" EAST FOR 338.00 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE NORTH 64° 34' 06" WEST ALONG THE NORTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 351.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 00' 00" WEST FOR 749.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 666.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 00' 00" EAST FOR 1152.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 2153.00 FEET, MORE OR LESS, TO THE WEST PROPERTY LINE OF THE U.S. COAST GUARD AVIATION TRAINING CENTER; RUN THENCE SOUTH 00° 24' 30" WEST ALONG SAID WEST PROPERTY LINE FOR 1424.00 FEET, MORE OR LESS: RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH PROPERTY LINE OF THE SAID U.S. COAST GUARD AVIATION TRAINING CENTER FOR 6765.00 FEET, MORE OR LESS, TO THE EAST LINE OF SAID U.S. COAST GUARD AVIATION TRAINING CENTER PROPERTY; RUN THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE FOR 3954.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD: RUN THENCE NORTH 00° 26' 55" WEST FOR 1116.00 FEET, MORE OR LESS; RUN THENCE SOUTH 89° 48' 52" EAST FOR 1337.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00 ° 26' 57" WEST FOR 3336 FEET. MORE OR LESS. TO THE NORTHWEST CORNER OF AIRWAY COMMERCIAL PARK AS RECORDED IN MAP BOOK 31 PAGE 97 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID AIRWAY COMMERCIAL PARK TO THE SOUTHWEST CORNER OF SAID SUBDIVISION. SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24,T4, SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID NORTH HALF: RUN THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE SOUTHEAST CORNER OF SAID NORTH HALF; RUN THENCE NORTH ALONG THE EAST LINE OF SAID NORTH HALF TO A POINT ON THE NORTH LINE OF SECTION 24, T4, SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W: RUN THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W TO THE SOUTHWEST CORNER OF SCHILLINGER PARK WEST AS RECORDED IN MAP BOOK 29 PAGE 116 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SCHILLINGER PARK WEST A DISTANCE OF 315.0 FEET TO THE SOUTHEAST CORNER OF LOT 8, SCHILLINGER PARK WEST; THENCE RUN SOUTH A DISTANCE OF 160.0 FEET MORE OR LESS TO A POINT; THENCE RUN WEST 590.0 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTH 603.09 FEET TO A POINT ON THE NORTHWEST CORNER OF A PARCEL CONVEYED AND RECORDED IN REAL PROPERTY BOOK 2430, PAGE 0442; THENCE CONTINUE SOUTH 620 FEET MORE OR LESS TO A POINT ON THE EAST-WEST HALF SECTION LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 3 WEST; THENCE RUN NORTH 89° 52'30" WEST ALONG SAID HALF SECTION LINE A DISTANCE OF 500 FEET. MORE OR LESS. TO THE NORTHWARD PROJECTION OF THE WEST LINE OF LOT 1, L & T SUBDIVISION AS RECORDED IN MAP BOOK 66, PAGE 26; THENCE RUN SOUTH 00° 19' 38" WEST ALONG THE PROJECTED WEST LINE OF LOT 1, L & T SUBDIVISION A DISTANCE OF 308.64 FEET TO THE NORTHWEST CORNER OF LOT 1, L & T SUBDIVISION; THENCE CONTINUE SOUTH 00° 19' 38" WEST ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 21.36 FEET TO THE NORTHEAST CORNER OF LOT 2, LLT AIRPORT SUBDIVISION AS RECORDED IN MAP BOOK 73, PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89° 43' 56" WEST ALONG THE NORTH LINE AND NORTH LINE PROJECTED OF LLT AIRPORT SUBDIVISION A DISTANCE OF 659.33 FEET TO A POINT: THENCE SOUTH 00° 19' 38" WEST A DISTANCE OF 437.13 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD: RUN THENCE SOUTHWARDLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BLVD. SAID POINT ALSO BEING THE NORTHWEST CORNER PROPERTY RECORDED IN REAL PROPERTY BOOK 4560 PAGE 912 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA; THENCE RUN SOUTHWARDLY AND THENCE EASTWARDLY ALONG SAID PROPERTY TO A POINT ON THE WESTWARDLY RIGHT OF WAY LINE OF DAWES ROAD: RUN THENCE SOUTHWESTWARDLY ALONG THE WEST RIGHT OF WAY LINE OF DAWES ROAD TO A POINT ON THE EASTERLY PROJECTION OF THE NORTH LINE OF WEST MINISTER ESTATES SUBDIVISION: RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTH LINE OF WEST MINISTER ESTATES AS RECORDED IN MAP BOOK 23, PAGE 86 IN THE OFFICE OF JUDGE OF PROBATE MOBILE. COUNTY. ALABAMA AND AN EASTERLY EXTENSION THEREOF FOR 2032.00 FEET, MORE OR LESS; RUN THENCE NORTH 04° 22' 03" EAST FOR 989.00 FEET. MORE OR LESS. TO THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD FOR 3738.00 FEET. MORE OR LESS; RUN THENCE NORTH 00° 00' 00" EAST FOR 470.00 FEET, MORE OR LESS; RUN THENCE NORTH 88° 40' 10" WEST FOR 230.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 19' 36" WEST FOR 570.00 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD: RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD FOR 260.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 00' 00" EAST FOR 672.00 FEET. MORE OR LESS. TO THE SOUTH LINE OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO., AL; RUN THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID SECTION 23 FOR 1400.00 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23. TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO., AL; RUN THENCE NORTH 00° 00' 00" WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER FOR 1350.00 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23: RUN THENCE SOUTH 90° 00' 00" WEST FOR 3,400.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 00' 00" EAST FOR 640.00 FEET, MORE OR LESS; RUN THENCE SOUTH 90° 00' 00" WEST FOR 700.00 FEET, MORE OR LESS TO THE EAST RIGHT-OF-WAY OF HALE ROAD: RUN THENCE NORTH 00° 00' 00" WEST FOR 3.500.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER F THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22. OWNSHIP 4 SOUTH. RANGE 3 WEST, MOBILE CO., AL; RUN THENCE SOUTH 90° 0' 00" WEST ALONG THE SOUTH LINE OF SAID QUARTERQUARTER SECTION FOR 1305.00 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; RUN THENCE SOUTH 00° 00' 00" EAST FOR 1300.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; RUN THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR

1300.00 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY OF SNOW ROAD; RUN THENCE NORTH 00° 06' 54" WEST ALONG THE EAST RIGHT-OF-WAY OF SAID SNOW ROAD FOR 8,000 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

"M"

BEGINNING at the point of intersection of the east line Lot 7 Smithfield Unit 10 MB 42 P 111 and the south right-of-way line of Hitt Road; thence run southeastwardly along the south line of Hitt Road to the point of intersection with the present corporate limits of the City of Mobile; thence run southwardly along said corporate limits to the point of intersection with the eastward projection of the south line a common area (labeled detention area) shown on plat of Windmill Place Phase One MB 60 P 69; thence run westwardly along the south line of said common area to the east line of Smithfield Drive East; thence run northwardly along the east line of said Smithfield Drive East to the east projection of the north line of Lot 25 Smithfield Unit 1 MB 29 P 59; thence run west along said north line to northeast corner of said Lot 25; thence run westwardly then northwestwardly along the south line of said Windmill Place Unit 1 to the southwest corner of said Windmill Place Unit 1; thence run northwardly along the west line of said Windmill Place Unit 1 to the northeast corner of Lot 35 Smithfield Place Unit 3 MB 37 P 34; thence run westwardly along the north line of said Lot 35 to the southeast corner of Lot 10 Smithfield Unit 10 MB 42 P 111; thence run northeastwardly along the east line of said Smithfield Unit 10 to the south line of Hitt Road and the POINT OF BEGINNING.

"N"

(That property known as The Greater Gulf State Fairgrounds that was annexed into the City of Mobile pursuant to ordinance number 02-016 which was adopted March 3, 2015. Said property to be shown as Parcels A, B, C, D, E and F of The Greater Gulf State Fairgrounds, at the intersection of Cody Road and Zeigler Boulevard as follows):

Parcel A:

That parcel of land being bounded by a line described as follows: From the northeast corner of the southeast quarter of the southeast quarter of Section 7, Township 4 south, Range 2 west, run north 89 degrees 36 minutes west a distance of 40.0 feet to a point at the west right way line of Cody Road; then north 00 degrees 03 minutes east along the said west right of way line a distance of 699.3 feet to a point; then north 89 degrees 38 minutes west a distance of 60.0 feet to a point that is on the proposed west right away line of Cody Road and the point of beginning of the property herein described, then continuing north 89 degrees 38 minutes west along an old fence line a distance of 427.0 feet to a point, then north 00 degrees 75 minutes west a distance 627.65 feet to a point on the north line of the southeast quarter of the said section 7, then north 89 degrees 48 minutes west along said north line a distance of 2275.9 feet for a point the west line of said southeast quarter, then south 00 degrees 03 minutes west along said west line 1235.0 feet to a point on the north right of way line of the proposed Zeigler Boulevard Connection Road, then south 89 degrees 56 minutes east alongside north line 2609.9 feet to a point of curve of said right-of-way line forming the intersection with the proposed right-of-way of the Cody Road, said curve having a central angle of 90 degrees 81 minutes and radius of 96.0 feet, then northeast along said curve 150.80 feet to P.T. of said curve, then north 08 degrees 03 minutes east along proposed west right of way line of said Cody Road a distance of 104.3 feet to the point of the beginning. All according to the survey by Tarlton D. Powers & Associated dated March 11, 1970 and revised April 1, 1970

Parcel B:

Commencing at the northeast corner of the northeast quarter of the southeast quarter of Section 7, Township 4 south Range 2 west, and running hence west along the north line of said quarter, 40 feet to a point on the west right of way line of Cody Road as now located, then continue running west along said north line of the northwest quarter of the southeast quarter, 490 feet more or less, to a point, then run south 276 feet more or less, then run east 490 feet more or less to a point on the west right of way line of Cody Road; run then north along the said west right of way 278 feet more or less, to the point of beginning.

Parcel C:

Commencing at the southwest corner of the southeast quarter of Section 7, Township 4 south, Range 2 west, Mobile County, Alabama, run north 00 degrees 17 minutes 38 seconds west along the west line of said southeast quarter of Section 7, a distance of

1730.07 feet to the northwest corner of the southwest quarter of said southeast quarter of section 7, then along the north line of said southwest quarter of the southeast quarter of Section 7, run north 09 degrees 56 minutes east 310.0 feet to the point of the beginning of the property here as described, then continuing north 89 degrees 56 minutes east run 661.04 feet to a point on the north right of way line of Zeigler Boulevard, said point being on the arc of 915.19 foot radius curve concave southeastwardly, then run southwestwardly along arc of said curve and said north line of Zeigler Boulevard 622.96 feet to a point, then run north 44 degrees 79 minutes 28 seconds west 150.0 feet to a point, then run north 15 degrees 55 minutes 09 seconds west 284.58 feet to the point of the beginning.

Parcel D:

From the northeast corner of southeast quarter of Section 7. Township 4 south, Range 2 west, Mobile County, Alabama, run north 89 degrees 36 minutes west a distance of 40 feet to a point on the western right-of-way lines of Cody Road, as such a road is now located; then the north 00 degrees for 03 minutes east along said western right of way of Cody Road a distance of 699.1 feet to the point of the beginning, then run north 89 degrees 38 minutes west a distance of 483.0 feet to a pole; hence run north 00 degrees, 35 minutes west distance 353 feet to a point, then run south 89 degrees east a distance of 275 feet, then run south 80 degrees 01 minutes west 38 minutes east a distance of 208 feet to a point, then run south 89 degrees 38 minutes east a distance of 208 feet to a point on the western right way line of Cody Road, which point bears north 00 degrees along the western right of way to said Cody Road a distance of 145 feet to the point of beginning.

Parcel E:

From the northeast corner of the southeast quarter of the southeast quarter of Section 7, Township 4 south, Range 2 west, Mobile County, Alabama, run north 89 degrees 56 minutes west a distance of 40 feet to a point on the western right-of-way line of Cody Road, as such road is now located, hen run north 00 degrees 03 minutes east alongside western Right of way of Cody Road a distance of 440 feet to the point of beginning, then run north 89 degrees 38 minutes west a distance of 288 feet to a point, then run north 00 degrees 00 minutes for a distance of 208 feet to a point, then run south 89 degree 38 minutes east a distance of 208 feet to a point of the beginning, then run south 60 degrees 83 minutes west along the western right of the way of said Cody Road a distance of 208 feet to the point of the beginning.

Parcel F:

Commencing at the southwest corner of the southeast quarter of Section 7, Township 4 south Range 2 west, Mobile County, Alabama, run north 00 degrees 85 minutes 00 seconds west along the west line of said southwest quarter 1338.42 feet to a point on the greater line of the abandoned right of way for Zeigler Boulevard, said point being the point of beginning of the property herein described, then continuing north 00 degrees 05

minutes west alongside west line at the southeast quarter run 100 feet to the point on the north of said abandoned right of way for Zeigler Boulevard, then alongside north Line run north 89 degrees 36 minutes east 1476,69 feet to a point, then run south 08 degrees 84 minutes east 100 feet to a point on the centerline of said abandoned right-of-way for Zeigler Boulevard run south 89 degrees 56 minutes west 146.66 feet to the point of the beginning.

"O"

AREA A

BEGINNING AT A POINT ON THE EASTERLY PROJECTION OF THE NORTH RIGHT OF WAY LINE OF ZEIGLER BOULEVARD AND THE WEST LINE SECTION 8 T4S R2W SAID POINT ALSO LYING ALONG THE PRESENT WEST CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE WEST ALONG THE PROJECTED NORTH LINE AND ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD TO A POINT ON THE NORTH LINE OF AN ABANDONED RIGHT OF WAY FOR ZEIGLER BOULEVARD; RUN THENCE SOUTH 100 FEET MORE OR LESS TO A POINT ON THE CENTERLINE OF SAID ABANDONED RIGHT OF WAY, SAID POINT ALSO LYING ALONG THE PRESENT NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD; RUN THENCE SOUTHWESTWARDLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF ZEIGLER BLVD. TO SOUTHEAST CORNER OF CODY ZEIGLER SUBDIVISION REVISED PLAT AS RECORDED IN MAP BOOK 68 PAGE 62 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY ALABAMA: RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT ON THE CENTERLINE OF SAID ABANDONED RIGHT OF WAY FOR ZEIGLER BLVD; RUN THENCE WEST ALONG SAID CENTERLINE TO POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 7 T4S R2W; RUN THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF ZEIGLER BLVD: RUN THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD TO THE SOUTHEAST CORNER OF ZEIGLER CORNERS RESUBDIVISION OF LOT A OF RESUBDIVISION OF LOT 1 AS RECORDED IN MAP BOOK 84 PAGE 95 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY ALABAMA; RUN THENCE NORTH ALONG THE EAST LINE OF SAID ZEIGLER CORNERS TO THE NORTHEAST CORNER OF LOT C, ZEIGLER CORNERS RESUBDIVISION OF LOT 1 AS RECORDED IN MAP BOOK 77 PAGE 68 IN THE OFFICE OF JUDGE OF PROBATE. MOBILE COUNTY. ALABAMA: RUN THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND THE WESTERLY PROJECTION TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD NORTH; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SCHILLINGER ROAD NORTH TO THE SOUTHEAST CORNER OF LOT I D. E. COMMERCIAL PLACE AS RECORDED IN MAP BOOK 90 PAGE 108 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA: RUN THENCE WEST ALONG THE SOUTH LINE OF SAID D. E. COMMERCIAL PLACE AND THE PROJECTION TO A POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12 T4S R3W: RUN THENCE SOUTH ALONG SAID WEST LINE AND ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13 T4S R3W TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13 T4S R3W: RUN THENCE EAST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13 TO THE NORTHEAST CORNER OF LARRY AND BRADLEY WARD SUBDIVISION AS RECORDED IN MAP BOOK 83 PAGE 113 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION TO THE NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD; RUN THENCE NORTHWESTWARDLY ALONG SAID NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD TO A POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF TANNER WILLIAMS BUSINESS PARK AS RECORDED IN MAP BOOK 97 PAGE 90 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY ALABAMA; RUN THENCE SOUTH ALONG SAID PROJECTION AND ALONG THE WEST LINE OF SAID TANNER WILLIAMS BUSINESS PARK TO A POINT ON THE NORTH LINE OF SOUTH HALF OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, T4SR3W; RUN THENCE WEST ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF AIRWAY COMMERCIAL PARK AS RECORDED IN MAP BOOK 31 PAGE 97 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALLABAMA; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID AIRWAY COMMERCIAL PARK TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID NORTH HALF: RUN THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE SOUTHEAST CORNER OF SAID NORTH HALF; RUN THENCE NORTH ALONG THE EAST LINE OF SAID NORTH HALF TO A POINT ON THE NORTH LINE OF SECTION 24 T4SR3W: RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W: RUN THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W TO THE SOUTHWEST CORNER OF SCHILLINGER PARK WEST AS RECORDED IN MAP BOOK 29 PAGE 116 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SCHILLINGER PARK WEST A DISTANCE OF 315.0 FEET TO THE SOUTHEAST CORNER OF LOT 8, SCHILLINGER PARK WEST; THENCE RUN SOUTH A DISTANCE OF 160.0 FEET MORE OR LESS TO A POINT: THENCE RUN WEST 590.0 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTH 603.09 FEET TO A POINT ON THE NORTHWEST CORNER OF A PARCEL CONVEYED AND RECORDED IN REAL PROPERTY BOOK 2430, PAGE 0442; THENCE CONTINUE SOUTH 620 FEET MORE OR LESS TO A POINT ON THE EAST-WEST HALF SECTION LINE OF SECTION 24. TOWNSHIP 4 SOUTH, RANGE 3 WEST; THENCE RUN NORTH 89° 52'30" WEST ALONG SAID HALF SECTION LINE A DISTANCE OF 500 FEET. MORE OR LESS. TO THE NORTHWARD PROJECTION OF THE WEST LINE OF LOT 1, L & T SUBDIVISION AS RECORDED IN MAP BOOK 66. PAGE 26: THENCE RUN SOUTH 00° 19' 38" WEST

ALONG THE PROJECTED WEST LINE OF LOT 1. L & T SUBDIVISION A DISTANCE OF 308.64 FEET TO THE NORTHWEST CORNER OF LOT 1, L & T SUBDIVISION; THENCE CONTINUE SOUTH 00° 19' 38" WEST ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 21.36 FEET TO THE NORTHEAST CORNER OF LOT 2, LLT AIRPORT SUBDIVISION AS RECORDED IN MAP BOOK 73, PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89° 43' 56" WEST ALONG THE NORTH LINE AND NORTH LINE PROJECTED OF LLT AIRPORT SUBDIVISION A DISTANCE OF 659.33 FEET TO A POINT; THENCE SOUTH 00° 19' 38" WEST A DISTANCE OF 437.13 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD: RUN THENCE SOUTHWARDLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BLVD. SAID POINT ALSO BEING THE NORTHWEST CORNER PROPERTY RECORDED IN REAL PROPERTY BOOK 4560 PAGE 912 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA; THENCE RUN SOUTHWARDLY AND THENCE EASTWARDLY ALONG SAID PROPERTY TO A POINT ON THE WESTWARDLY RIGHT OF WAY LINE OF DAWES ROAD; RUN THENCE SOUTHWESTWARDLY ALONG THE WEST RIGHT OF WAY LINE OF DAWES ROAD TO THE POINT ON THE WESTERLY PROJECTION OF THE SOUTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD: RUN THENCE EAST ALONG THE PROJECTED RIGHT OF WAY AND ALONG THE RIGHT OF WAY OF OLD GOVERNMENT STREET ROAD TO THE EAST LINE OF KIMBERLIN SUBDIVISION AS RECORDED IN MAPBOOK 13 PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID KIMBERLIN SUBDIVISION TO THE SOUTHWEST CORNER OF SOUTH SCHILLINGER COMMERCIAL PARK AS RECORDED IN MAP BOOK 79 PAGE 50 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH SCHILLINGER COMMERCIAL PARK TO A POINT ON WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD SOUTH: RUN THENCE EASTWARDLY TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY OF SCHILLINGER ROAD SOUTH AND THE SOUTH RIGHT OF WAY LINE OF HITT ROAD: RUN THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF HITT ROAD TO A POINT ON THE SOUTH PROJECTION OF THE WEST LINE OF PROPERTY CONVEYED TO CITY OF MOBILE AND RECORDED IN REAL PROPERTY BOOK 5721 PAGE 1518 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG SAID PROJECTION AND ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO THE CITY OF MOBILE AND RECORDED IN REAL PROPERTY BOOK 6200 PAGE 161 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE WEST TO SOUTHWEST CORNER OF SAID PROPERTY; RUN THENCE NORTH THENCE EAST THENCE NORTH ALONG WEST LINE OF SAID PROPERTY TO THE NORTHWEST CORNER OF SAID PROPERTY. SAID POINT ALSO LYING ALONG THE NORTH LINE OF SECTION 24 T4SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF PROPERTY RECORDED IN REAL PROPERTY BOOK 887 PAGE 534 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: THENCE RUN NORTH ALONG THE WEST SIDE OF SAID PROPERTY TO THE SOUTH RIGHT OF WAY OF OLD GOVERNMENT STREET ROAD: THENCE RUN

NORTHWESTWARDLY TO THE SOUTHEAST CORNER OF AIRPORT ACRES NO. 1 AS RECORDED IN MAP BOOK 4 PAGE 39 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID AIRPORT ACRES TO THE NORTHEAST CORNER; RUN THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID AIRPORT ACRES TO THE EAST LINE OF TYLER RIDGE SUBDIVISION AS RECORDED IN MAP BOOK 113 PAGE 50 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA: RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID TYLER RIDGE SUBDIVISION TO THE SOUTH WEST CORNER OF MILL CREEK SUBDIVISION AS RECORDED IN MAP BOOK 90 PAGE 118 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID MILL CREEK SUBDIVISION TO THE SOUTHWEST CORNER OF WESTOVER SUBDIVISION UNIT 4 AS RECORDED IN MAP BOOK 66 PAGE 23 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY THENCE NORTHEASTWARDLY THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID WESTOVER SUBDIVISION TO THE SOUTHWEST CORNER OF PORTSIDE BUSINESS CENTER RESUBDIVISION OF LOTS 27, 28, & 29 AS RECORDED IN MAP BOOK 59 PAGE 106 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID PORTSIDE BUSINESS CENTER RESUBDIVISION TO A POINT ON THE WEST SIDE OF PORTSIDE BLVD.; RUN THENCE NORTHEASTWARDLY TO THE SOUTHWEST CORNER OF PORTSIDE BUSINESS CENTER AS RECORDED IN MAP BOOK 54 PAGE 43 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE EAST ALONG SOUTH LINE OF SAID PORTSIDE BUSINESS CENTER TO THE NORTHEAST CORNER OF SAID WESTOVER SUBDIVISION UNIT 4: RUN THENCE SOUTH ALONG THE EAST LINE OF SAID WESTOVER UNIT 4 TO THE NORTH LINE OF WESTOVER UNIT 2 AS RECORDED IN MAP BOOK 63 PAGE 111 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE EAST ALONG THE NORTH LINE OF SAID WESTOVER SUBD. UNIT 2 TO THE NORTHEAST CORNER OF SAID UNIT 2; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID UNIT 2 TO THE NORTHWEST CORNER OF LOT 6 BLOCK 8 HIGHLAND PARK SUBDIVISION AS RECORDED IN MAP BOOK 4 PAGE 380 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6 AND THE PROJECTION THEREOF TO A POINT ON THE EAST LINE OF LAKEVIEW DRIVE: RUN THENCE NORTH ALONG THE EAST SIDE OF LAKEVIEW DRIVE TO THE NORTHWESTWARDLY CORNER OF LOT B RESUBDIVISION OF LOTS 42 & 43 BLOCK 5 HIGHLAND PARK SUBDIVISION AS RECORDED IN MAP BOOK 99 PAGE 76 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHEASTWARDLY AND THEN EASTWARDLY ALONG THE NORTHERLY LINE OF SAID LOT B TO THE NORTHEAST CORNER OF SAID LOT B; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID LOT B TO THE NORTHWEST CORNER OF LOT 2 BLOCK 5 HIGHLAND PARK AS RECORDED IN MAP BOOK 4 PAGE 380-381 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO A POINT ON THE WEST RIGHT OF WAY LINE OF PARK AVENUE SOUTH: RUN THENCE EASTWARDLY TO A POINT ON THE EAST LINE OF PARK AVENUE SOUTH. SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH 100 FEET OF LOT 7 BLOCK 6 HIGHLAND PARK; RUN THENCE EAST ALONG NORTH LINE OF SAID SOUTH 100 FEET OF LOT 7 TO A POINT ON THE WEST LINE OF LOT 3 BLOCK 6 OF SAID HIGHLAND PARK; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 3 TO A POINT ON THE NORTH LINE OF LOT 8 BLOCK 6 OF SAID HIGHLAND PARK; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 35 FEET MORE OR LESS TO A POINT; RUN THENCE SOUTH TO A POINT ON THE NORTH LINE OF LOT 9 BLOCK 6 OF SAID HIGHLAND PARK SUBDIVISION: RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 9 AND LOT 41 BLOCK 6 OF SAID HIGHLAND PARK AND THE PROJECTION THEREOF TO A POINT ON THE WEST LINE OF SECTION 20 T4SR2W, SAID POINT ALSO LYING ALONG THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE NORTHWARDLY ALONG THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE TO THE EASTERLY PROJECTED NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD. AND THE POINT OF BEGINNING. LESS AND EXCEPT THE FOLLOWING AREA AS SHOWN BELOW AND BEING MORE PARTICULARLY **DESCRIBED AS FOLLOWS:**

AREA EXCEPTED:

BEGINNING AT THE SOUTHEAST CORNER OF ALVERSON COMMERCIAL PARK AS RECORDED IN MAP BOOK 111, PAGE 29 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SUBDIVISON TO THE SOUTHWEST CORNER OF SAID SUBDIVISION: RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID SUBDIVISION AND ALSO ALONG THE EAST LINE OF ALVERSON ROAD SOUTH TO THE NORTHWEST CORNER OF SAID SUBDIVISION; RUN THENCE WESTWARDLY 60 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 3. LOWES SUBDIVISION AS RECORDED IN MAP BOOK 89, PAGE 44 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE CONTINUE WESTWARDLY ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 451.6 FEET MORE OR LESS TO A POINT: RUN THENCE NORTHWARDLY AND PARALLEL WITH ALVERSON ROAD SOUTH TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHLAND AVENUE: RUN THENCE EASTWARDLY ALONG THE NORTH RIGHT OF WAY LINE OF HIGHLAND AVENUE TO A POINT ON THE WEST RIGHT OF WAY LINE OF ALVERSON ROAD NORTH: RUN THENCE NORTHEASTWARDLY ALONG THE WESTERLY RIGHT OF WAY LINE OF ALVERSON ROAD NORTH TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF MONK AVENUE: RUN THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF MONK AVENUE TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; RUN THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD TO THE POINT OF INTERSECTION WITH THE PROJECTED WEST LINE OF BERDIE BROADUS SUBDIVISION AS RECORDED IN MAP BOOK 89. PAGE 59 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE SOUTHWARDLY ALONG THE WEST LINE PROJECTED AND CONTINUING ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 2 OF SAID BERDIE BROADUS SUBDIVISION: RUN THENCE EASTWARDLY ALONG THE SOUTH LINE OF SAID LOT 2 TO THE WEST LINE OF THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE: RUN THENCE SOUTHWARDLY ALONG SAID CORPORATE LIMITS TO THE SOUTHEAST CORNER OF SECTION 18 T4S R2W; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SECTION 18 TO THE NORTHWEST CORNER OF THE EAST 130 FEET LOT 30 HIGHLAND PARK EXT #2 AS RECORDED IN MAP BOOK 5 PGS 233-234 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID EAST 130 FEET AND THE PROJECTION THEREOF TO THE SOUTH LINE OF CEDAR STREET; RUN THENCE EASTWARDLY ALONG THE SOUTH LINE OF CEDAR STREET TO THE NORTHWEST CORNER OF THE EAST 94 FEET OF LOT 31, OF SAID HIGHLAND PARK EXT #2; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID EAST 94 FEET OF LOT 31 TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 32 OF SAID HIGHLAND PARK EXT # 2: RUN THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF SAID LOT 32; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT 32 AND ALONG THE WEST LINE OF LOT 33 TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF DICKENS FERRY ROAD; RUN THENCE WESTWARDLY ALONG THE NORTH RIGHT OF WAY LINE OF DICKENS FERRY ROAD TO THE SOUTHWEST CORNER OF LOT 8 OF SAID HIGHLAND PARK EXT #2; RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 161.4 FEET MORE OR LESS TO A POINT: RUN THENCE WESTWARDLY 170 FEET MORE OR LESS TO A POINT ON THE EAST RIGHT OF WAY LINE OF BORDER CIRCLE EAST: RUN THENCE WESTWARDLY 50 FEET MORE OR LESS TO THE SOUTH EAST CORNER OF LOT 4. BLOCK 3. W.H. JOWERS TRACT AS RECORDED IN MAP BOOK 4, PAGE 614-615 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA: RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF LOT 4 AND ALONG THE SOUTH LINE LOT 9 OF SAID SUBDIVISION AND THE PROJECTION THEREOF TO A POINT ON THE WEST RIGHT OF WAY LINE CENTER STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 5 OF SAID JOWERS TRACT: RUN THENCE SOUTHWARDLY ALONG THE WEST RIGHT OF WAY LINE OF CENTER STREET TO THE SOUTHEAST CORNER OF LOT 4 OF SAID JOWERS TRACT: RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 4 TO A POINT ON THE WEST LINE OF LOT 3 OF SAID SUBDIVISION: RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT 3 100 FEET MORE OR LESS TO A POINT: RUN THENCE SOUTH 83°09'11"WEST A DISTANCE OF 252.45 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BORDER CIRCLE WEST; RUN THENCE SOUTHWESTWARDLY A DISTANCE OF 58 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT OF WAY LINE OF BORDER CIRCLE WEST SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTH 80 FEET OF LOT 1 BLOCK 1 OF SAID W.H. JOWERS TRACT; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE SAID NORTH 80 FEET TO THE EAST LINE OF LOT 2 OF SAID SUBDIVISION: RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID LOT 2 TO THE SOUTH LINE OF LOT 3 OF SAID SUBDIVISION: RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID LOT 3 AND CONTINUING ALONG THE WEST LINE OF LOT B RESUB OF LOT 4 BLOCK 1 W.H. JOWERS AS RECORDED IN MAP BOOK 88 PAGE 100 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA TO THE SOUTHEAST CORNER OF LOT 6 BLOCK 1 W.H. JOWERS TRACT AS RECORDED IN MAP BOOK 4, PAGE 614-615; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 6 TO NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19 T4S R2W; RUN THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH HALF TO THE NORTHWEST CORNER OF SAID SOUTH HALF; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH HALF TO THE SOUTHEAST CORNER OF ALVERSON COMMERCIAL PARK SUBDIVISION AS RECORDED IN MAP 111 PAGE 29 AND THE POINT OF BEGINNING.

"P"

LESS AND EXCEPT THAT PORTION OF PROPERTY THAT WAS DE-ANNEXED IN 2015 AS PER RESOLUTION 02-219 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN EASTWARDLY ALONG THE NORTH LINE OF SECTION 19, A DISTANCE OF 76.00 FEET TO THE NORTHWEST CORNER OF THE W. H. JOWERS TRACT AS PER PLAT RECORDED IN MAP BOOK 4, PAGES 614-615, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE RUN 500°17'00"E, ALONG THE WEST LINE OF SAID W. H. JOWERS TRACT, 894.94 FEET TO THE POINT OF BEGINNING; THENCE RUN N89° 10'34"E, 108.27 FEET TO A POINT; THENCE RUN S89°09'51"W, 108.77 FEET TO A POINT; THENCE RUN N00°17'00"W, 79.90 FEET TO THE POINT OF BEGINNING, CONTAINING 0.20 ACRE.

"Q"

All of that real property, including all forty-three (43) lots, common areas, detention areas, rights-of-way and streets as described in and made a part of the Darby Creek Subdivision Plat recorded at Map Book 67, Page 71 in the records of the Judge of Probate of Mobile County.

SECTION 2: Pursuant to the provisions of Act No. 18, General Acts of Alabama, 1956, Second Special Session, Page 279, and for the purpose of paying the expenses of the City Government, the Council of the City of Mobile does hereby lay, levy and assess for the municipal tax year beginning October 1, 2019, and for successive tax years, ad valorem taxes, on all real and personal property and intangibles situated in the following described areas within the corporate limits of the City of Mobile, which areas are being

furnished the services set out in the aforesaid Act of the Legislature during the year for which this ad valorem tax is being levied, and which may be subjected to the municipal ad valorem taxes under the Constitution and Laws of the State of Alabama, viz.:

Beginning at the southwest corner of Section 5, Township 4 south, Range 2 west, thence run northward along the west line of Section 5, to the northwest corner of Section 5 and the southwest corner of Section 32, Township 3 south, Range 2 west; thence continue northward along the west line of Section 32 to the northwest corner of Section 32; thence run eastward along the north line of Sections 32, 33, 34, 35, and 36 to the northwest corner of the northeast quarter of the northeast quarter of Section 36; thence run southward along the north-south centerline of the northeast quarter of Section 36 to the east-west half-section line of Section 36; thence run eastward along the east-west halfsection line to the east line of Section 36; thence run southeastwardly, northeastwardly, and southeastwardly along the existing corporate limits line of the City of Mobile to its intersection with the west line of Interstate 65; thence run southwestwardly along the west line of Interstate 65 to the north line of Section 6, Township 4 south, Range 1 west; thence run westward along the north line of Section 6, Township 4 south, Range 1 west and Section 1, Township 4 south, Range 2 west to the north-south one-half section line of said Section 1; run thence southwardly along the north-south one-half section line of said Section 1 to a point on the south line of said Section 1; run thence eastwardly along the south line of said Section 1 to the range line between Range 1 west and Range 2 west; run thence southwardly along the range line between Range 1 west and Range 2 west to the north bank of Bolton's Branch; run thence southwardly and eastwardly along the meanderings of the north bank of Bolton's Branch to the west bank of Dog River; run thence southwardly along the west bank of Dog River to the north right-of-way line of the Louisville and Nashville Railroad; run thence northeastwardly along the north right-of-way line of said railroad to a point on the township line between Township 4 south and Township 5 south; run thence eastwardly along said township line between Township 4 south and Township 5 south to a point on the north-south coordinate line 336,000 of the Transverse Mercator Projection for Alabama West Zone as used officially on maps of the Mobile Bay Area by the United States Corps of Engineers; run thence south along said coordinate line to a point due east of the north bank of Dog River; run thence due west to the north bank of Dog River; run thence northwestwardly along the meanderings of the northerly and easterly bank of Dog River to a point due east of the north bank of Halls Mill Creek; run thence due west to the north bank of Halls Mill Creek; run thence northwardly and westwardly along the meanderings of the north bank of Halls Mill Creek to the west line of Section 17, Township 5 south, Range 2 west; thence run northwardly along the west line of Sections 17, 8 and 5, Township 5 south, Range 2 west and along the west line of Sections 32, 29, 20, 17 and 8, Township 4 south, Range 2 west to the northwest corner of said Section 8, said corner also being the southwest corner of Section 5, Township 4 south, Range 2 west and the point of beginning.

SECTION 3: Pursuant to the provisions of Act No. 18, General Acts of Alabama, 1956, Second Special Session, Page 279, the area described in said Act No. 18 but outside of that area described in Sections 1 and 2 of this Ordinance is hereby exempted from the City of Mobile ad valorem taxes for the municipal tax year beginning October 1, 2019.

SECTION 4: That the annual rate of each levy provided in Sections 1 and 2 of this Ordinance shall be seventy hundredths (.70) of one per centum as authorized by law, of the value of such property as assessed for State Taxation during the preceding year.

SECTION 5: Should any section, provision, or part of this Ordinance be declared unconstitutional or void by any court of competent jurisdiction it shall not affect the validity of the remaining sections, provisions, or parts of this Ordinance.

Adopted:		
Citv Clerk		-



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

Relya Gill McMillian Capital Projects Administrator

Sponsored by:

William S. Stimpson Mayor

Purpose and Scope of Project:

The purpose is to transfer \$22,281,127.00 from General Fund Unassigned Balance (Fund 1000) to Capital Improvements Fund (2000). C0865 Cv Ctr Mgmt/Site Design/Uti Re \$5,577,031 and C0690 Civic Ctr-Improvements Master Plan \$16,704,096.00

Funding Source

Project # Discretionary Funds
Project String 2000.2000 Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date Civic Center Projects Cover Memo 3/13/2024

REVIEWERS:

Departmen	t Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	3/13/2024 - 1:05 PM
Budget	Moore, Rick	Approved	3/13/2024 - 1:28 PM
Legal	Kern, Chris	Approved	3/13/2024 - 3:33 PM
Legal	Kern, Chris	Approved	3/13/2024 - 3:33 PM
Mayors			3/13/2024 - 4:12

Office Barber, James

Approved

PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF MOBILE, ALABAMA, that the sum of \$22,281,127.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Improvement Fund (Fund 2000) for the following Capital Projects:

C0865 Cv Ctr Proj Mgmt/Site Design/Uti Re \$ 5,577,031.00

C0690 Civic Ctr-Improvements Master Plan \$ 16,704,096.00

ADOPTED:

CITY CLERK



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Harrells LLC for fertilizer for Azalea City Golf Course.

General fund. Azalea City GC

Amount of Contract:

\$18,078.00

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date 20240312 Harrells Agenda Package POs Cover Memo 3/12/2024

REVIEWERS:

Department Reviewer Action Date

Mayors Office Barber, James Approved 3/13/2024 - 10:33 AM

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.
ii Cost wiii continue, write indefinite and list project annuar-cost.

RESOLUTION

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:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>5991</u>	2024	(F6130) AZALEA CITY GOLF COURSE	FERTILIZER FOR AZALEA CITY GOLF COURSE (PRICE QUOTE, BELOW BID AMT REQUIREMENT)	\$18,078.00	(270772) HARRELLS LLC

Adopted:		
	City Clerk	



Requisition 00005991-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

6130.70.20.0000.0000.2005.0000.0000.44020.

MOBILE, AL Review:

Buyer: 9105neej

36601 vendorinvoices@cityofmobile.org _____

|Status: Approved Page 1

Vendor

HARRELLS LLC P O BOX 807

Ship To AZALEA CITY GOLF COURSE

1000 GAILLARD DRIVE

MOBILE, AL 36608

LAKELAND, FL 33802

Te1#800-780-2774 Fax 863-904-1545 Delivery Reference

BRIAN AARON

Deliver To

AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE

MOBILE, AL 36608

|Vendor |Date |Ship |Number |Required |Via Ordered

Terms |Department 03/04/24 | 270772 | AZALEA CITY GOLF COURSE ______

LN Description / Account Qty Unit Price Net Price

General Notes

QUOTE BY BRETT DRINKWINE. 001 FERTILIZER BULK, AS SPECIFIED:

15055.20 9.00 1672.80000

TON

Additional Description Notes

FERTILIZER WITH 1% RONSTAR PRE-EMERGE HERBICIDE (AS MANUFACTURED BY ENVU, BRAND NAME ONLY, NO SUBSTITUTIONS), FAIRWAY GRADE, 20-0-15, NITROGEN SOURCE MUST BE SLOW RELEASE DERIVED FROM UF, MU OR PCU, 2000# BAGS Vendor Item Inventory Item/Loc 3983

1 6130.70.20.0000.0000.2005.0000.0000.44020.

15055.20

Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON

Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

002 FERTILIZER AS SPECIFIED:

40.00

41.82000 1672.80

BAG



Requisition 00005991-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

6130.70.20.0000.0000.2005.0000.0000.44020.

MOBILE, AL

Review:

36601

Buyer: 9105neej

vendorinvoices@cityofmobile.org

|Status: Approved

Page 2

Vendor

HARRELLS LLC P O BOX 807

Ship To

AZALEA CITY GOLF COURSE

1000 GAILLARD DRIVE

LAKELAND, FL 33802

MOBILE, AL 36608

Te1#800-780-2774

Fax 863-904-1545

Delivery Reference

BRIAN AARON

Deliver To

AZALEA CITY GOLF COURSE

1000 GAILLARD DRIVE

MOBILE, AL 36608

Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
03/04/24	270772				AZALEA CITY GOLF COURSE

LN Description / Account

Qty

1.00

LOT

Unit Price

Net Price

Additional Description Notes

FERTILIZER WITH 1% RONSTAR PRE-EMERGE HERBICIDE (AS MANUFACTURED BY ENVU, BRAND NAME ONLY, NO SUBSTITUTIONS), FAIRWAY GRADE, 20-0-15, NITROGEN SOURCE MUST BE SLOW RELEASE DERIVED FROM UF, MU OR PCU, 50 POUNDS/BAG. Vendor Item

Inventory Item/Loc 14207

1 6130.70.20.0000.0000.2005.0000.0000.44020.

1672.80

Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON

Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

003 FERTILIZER SPREAD SERVICE SUPPLIED BY VENDOR TRUCK AND D

1350.00000

1350.00

Additional Description Notes

TO BE SPREAD BY PROVIDER OVER APPROXIMATELY 90 ACRES. PRODUCT TO BE DELIVERED AND SPREAD ON APRIL 23,24 OR 25 BEGINNING AT 5:30AM. THIS PRODUCT IS TO BE SPREAD AT 200 POUNDS PER ACRE.



Requisition 00005991-00 FY 2024

ACCOUNTS PAYABLE P O BOX 389

Acct No:

6130.70.20.0000.0000.2005.0000.0000.44020.

MOBILE, AL 36601

Review: Buyer: 9105neej

vendorinvoices@cityofmobile.ora _____

|Status: Approved

Page 3

Vendor

HARRELLS LLC P O BOX 807

Ship To

AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE

MOBILE, AL 36608

LAKELAND, FL 33802

Te1#800-780-2774 Fax 863-904-1545 Delivery Reference

BRIAN AARON

Deliver To

AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE

MOBILE, AL 36608

|Vendor |Date |Ship Date Ordered Number Required Via |Terms | Department 03/04/24 | 270772 | | AZALEA CITY GOLF COURSE

LN Description / Account

Qty Unit Price Net Price

Vendor Item Inventory Item/Loc 12312

1 6130.70.20.0000.0000.2005.0000.0000.44020.

1350.00

Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON

Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Requisition Link

Requisition Total

18078.00

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

6130.70.20.0000.0000.2005.0000.0000.44020.

Amount Remaining Budget

18078.00 AZALEA CITY GOLF COURSE EXP **OPERATING SUPPLIES**

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

Activity Date CCancelled03/12/24 clerk JAMES NEESE JR

GL Allocation, GL Allocation, Auto approved by: 9105paij Auto approved by: 9105paij

Comment

Approved 03/12/24 DONALD ROSE Approved 03/12/24 SANDRA LEWIS



Bill To Reguisition 00005991-00 FY 2024 ACCOUNTS PAYABLE P O BOX 389 Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. MOBILE, AL Review: Buyer: 9105neej 36601 |Status: Approved vendorinvoices@cityofmobile.org Page 4 _____ Vendor Ship To HARRELLS LLC AZALEA CITY GOLF COURSE P O BOX 807 1000 GAILLARD DRIVE MOBILE, AL 36608 LAKELAND, FL 33802 Te1#800-780-2774 Delivery Reference Fax 863-904-1545 BRIAN AARON Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Date | Vendor | Date | Ship Ordered | Number | Required | Via |Terms | Department 03/04/24 | 270772 | | AZALEA CITY GOLF COURSE ._______ LN Description / Account Approved 03/12/24 STEVEN KRONINGER Qty Unit Price Net Price Auto approved by: 9105paij
Auto approved by: 9105paij
Approved by: 9105neej SAMANTHA COOLEY Approved 03/12/24 Approved 03/12/24 JOHN PAINE Approved 03/12/24 MICHAEL SPAFFORD Auto approved by: 9105paij Authorized By: ___ Date: _____

Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Noble Supply & Logistics LLC for a portable X-Ray system with generator for MPD Special Operations.

FY23 Homeland Security EOD Response to Community Safety Grant

Amount of Contract:

\$70,042.28

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date 20240311 Noble Agenda Package POs Cover Memo 3/11/2024

REVIEWERS:

Department Reviewer Action Date

Mayors Office Barber, James Approved 3/11/2024 - 6:05 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.	

RESOLUTION

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
3850	2024	(2590) GRANT MANAGEMENT	PORTABLE X-RAY SYSTEM WITH GENERATOR FOR MPD SPECIAL OPERATIONS (SEALED BID 5868)	\$70,042.28	(298428) NOBLE SUPPLY & LOGISTICS, LLC

Adopted:		
	City Clerk	



Requisition 00003850-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

5300.30.15.0000.0000.1530.0000.0000.47010.

MOBILE, AL

Review:

36601

Buver: 910518227

vendorinvoices@citvofmobile.org

|Status: Approved Page 1 _______

Noble Supply & Logistics, LLC

Ship To POLICE SPECIAL OPERATIONS

1 MARINA PARK DR

BOSTON, MA 02210-1873

4851 MUSEUM DRIVE

STE 220

MOBILE, AL 36608

TIFFANY.LEVY@CITYOFMOBILE.ORG

Delivery Reference

TIFFANY LEVY/PAUL ALFORD

Deliver To

GRANTS ADMINISTRATION

205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454

MOBILE, AL 36644

Date | Vendor | Date | Ship | Ordered | Number | Required | Via | Terms |Terms | Department Qty Unit Price Net Price LN Description / Account

General Notes

AS PER MY BID 5868 AND YOUR BID RESPONSE 001 COMPLETE PORTABLE X-RAY SYSTEM INCLUDING 10"X12" HD NARROW MARGIN DR IMAGER, MIL-GRADE CONTROLLER, ADVANCED LONG RANGE WIRELESS COMMUNICATIONS, WIRED COMMUNICATIONS, ACCESSORIES, AND MARTRAY VISION EOD SOFTWARE PACKED IN A CUSTOM RUGGEDIZED SHIPPING CASE. **NO SUBSTITUTIONS** Additional Description Notes

1.00 62504.03000 62504.03 EACH

VENDOR TO PROVIDE SRV X1012 EXTREME 3X COMPLETE PORTABLE X-RAY SYSTEM INCLUDING 10"X12" HD NARROW MARGIN DR IMAGER, MIL-GRADE CONTROLLER, ADVANCED LONG RANGE WIRELESS COMMUNICATIONS WIRED COMMUNICATIONS LITEX GENERATOR CABLE, 400 FT ETHERNET REEL ACCESSORIES, AND SMARTRAY VISION EOD SOFTWARE PACKED IN A CUSTOM RUGGEDIZED SHIPPING CASE. INCLUDES 2-YEAR SYSTEM WARRANTY AND 1 YEAR BATTERY WARRANTY.

1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-PDEOD23 .CAPEQUIPMT.

62504.03



Requisition 00003850-00 FY 2024

ACCOUNTS PAYABLE P O BOX 389

MOBILE, AL

36601

vendorinvoices@cityofmobile.org ______

Acct No:

5300.30.15.0000.0000.1530.0000.0000.47010.

Review:

910518227 Buver:

|Status: Approved

Page 2

vendor

Noble Supply & Logistics, LLC

1 MARINA PARK DR

STE 220

BOSTON, MA 02210-1873

Ship To

POLICE SPECIAL OPERATIONS

4851 MUSEUM DRIVE

MOBILE, AL 36608

TIFFANY.LEVY@CITYOFMOBILE.ORG

Delivery Reference

TIFFANY LEVY/PAUL ALFORD

Deliver To

GRANTS ADMINISTRATION

205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454

MOBILE, AL 36644

|Vendor |Date |Ship Date Ordered Number Required Via |Terms | Department 01/09/24 | 298428 | | GRANT MANAGEMENT Qty Unit Price Net Price LN Description / Account

Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference TIFFANY LEVY/PAUL ALFORD

Deliver To **GRANTS ADMINISTRATION** 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644

002 XR-150 GOLDEN GENERATOR 20V X-RAY KIT 110V: CABLE & CASE(SOURCE(2) 20V LITHIUM-ION BATTERIES 110V

1.00 7538.25000 7538.25 **EACH**

CHARGER, CABLE, AND CASE

1 5300.30.15.0000.0000.1530.0000.0000.47010. E G-PDEOD23 .CAPEQUIPMT. 2 1000.30.15.1530.1534.1530.0000.0000.44020.

3006.97 4531.28

Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference TIFFANY LEVY/PAUL ALFORD



Requisition 00003850-00 FY 2024 Bill To ACCOUNTS PAYABLE P O BOX 389 Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. MOBILE, AL Review: 36601 Buyer: 910518227 vendorinvoices@cityofmobile.org |Status: Approved Page 3 _____ Noble Supply & Logistics, LLC POLICE SPECIAL OPERATIONS 1 MARINA PARK DR 4851 MUSEUM DRIVE STE 220 MOBILE, AL 36608 BOSTON, MA 02210-1873 TIFFANY.LEVY@CITYOFMOBILE.ORG Delivery Reference TIFFANY LEVY/PAUL ALFORD Deliver To **GRANTS ADMINISTRATION** 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 |Vendor |Date |Ship Ordered |Number | Required | Via Terms |Department 01/09/24 | 298428 | | GRANT MANAGEMENT ______ Qty Unit Price Net Price LN Description / Account Deliver To **GRANTS ADMINISTRATION** 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Requisition Link Requisition Total 70042.28 **** Project Ledger Summary Section **** Amount Remaining Budget E G-PDEOD23 .CAPEOUIPMT. 65511.00 -76.80**** General Ledger Summary Section **** Amount Remaining Budget 1000.30.15.1530.1534.1530.0000.0000.44020. 4531.28 9468620.18 SPECIAL OPERATIONS DIV EXP OPERATING SUPPLIES 5300.30.15.0000.0000.1530.0000.0000.47010. 65511.00 9468620.18 MISC POLICE GRANTS EXP EQUIPMENT (GREATER \$5000) **** Approval/Conversion Info **** Activity Date CCancelled02/23/24 CCancelled02/29/24 CCancelled03/05/24 Comment clerk GL Allocation changed SANDRA LEWIS RANDY THREADGILL RANDY THREADGILL Requisition item added changed GL Allocation changed Auto approved by: 910520251 Approved 01/09/24 TRAVIS MARSHALL Approved 01/09/24 LAPORTSIA NETTLES Approved 01/09/24 RANDY THREADGILL Auto approved by: 910520251 03/05/24 Unknown LAPORTSIA NETTLES



Bill To Requisition 00003850-00 FY 2024 ACCOUNTS PAYABLE P O BOX 389 Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. MOBILE, AL Review: Buyer: 910518227 36601 vendorinvoices@cityofmobile.org |Status: Approved Page 4 ______ Ship To Noble Supply & Logistics, LLC POLICE SPECIAL OPERATIONS 1 MARINA PARK DR 4851 MUSEUM DRIVE STE 220 MOBILE, AL 36608 BOSTON, MA 02210-1873 TIFFANY.LEVY@CITYOFMOBILE.ORG Delivery Reference TIFFANY LEVY/PAUL ALFORD Deliver To **GRANTS ADMINISTRATION** 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Date | Vendor | Date | Ship | Ordered | Number | Required | Via |Terms | Department 01/09/24 |298428 | | GRANT MANAGEMENT ______ LN Description / Account
Approved 03/05/24 TRAVIS MARSHALL Qty Unit Price Net Price Auto approved by: 910520251 Approved 03/05/24 LAPORTSIA NETTLES Approved 03/05/24 Auto approved by: 910520251 SHAUNAGYE SIMMS Approved 03/05/24 RANDY THREADGILL Auto approved by: 910520251 02/23/24 SANDRA LEWIS Unknown 03/07/24 03/07/24 Approved DONALD ROSE Auto approved by: 910518227 Approved SANDRA LEWIS Auto approved by: 910518227 Auto approved by: 910518227 Auto approved by: 910518227 Approved 03/07/24 STEVEN KRONINGER 03/07/24 SAMANTHA COOLEY Approved Approved 03/07/24 JOHN PAINE Auto approved by: 910518227 Approved 03/07/24 MICHAEL SPAFFORD Authorized By: _____ Date: __

Signature

BID TABULATION FOR BID #5868 PORTABLE E-RAY SYSTEM

		_		_		
			COMPLETE SMARTRAY		XR150 GOLDEN	
	VENDOR	l	SRV 10X 12 XRAY		GENERATOR	
	VENDOR		SYSTEM W/GOLDEN XR-		20VXRAY KIT 20V LI-	
			150 GENERATOR		ION BATTERIES	
1	NOBLE		\$ 62,504.03		\$ 7,538.25	
2	LAWMANS AND SHOOTERS		NB		NB	
				L		
		L				
		L				

SEALED BID

CITY OF MOBILE

BID SHEET

This is Not an Order

Do Not Return Via Email or Fax

Mailing Address: P. O. Box 1948 Mobile, Alabama 36633 (251) 208-7434 Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by:	en		Buyer:005						
	Ple	ase quote the lo	west price at which	you will furnish	the articles lis	ted below			
DATE		BID NO.	DEPARTMENT		Commodities to be	e deliverd F.C	.B. Mobi	ile to:	
01/25/2	2024	5868	POLIC	CE		As Spec	ified		
This bid	must be receive	d and stamped by	the Purchasing office	not later than:	12:01 P	M, Friday,	Febru	ary 16, 2	024
QUANTITY	ARTICLES		n ONLY. Make no change nformation required to th		UNIT	. UNIT PF	ICE Cents	EXTENS Dollars	SION
APPX QTY 1-3	GOLDEN THE ATT	ΓE SMARTRAY XR-150 GENER ACHED SPECIF	E X-RAY SYST SRV 1012 XRAY RATOR. NO SUBS FICATIONS. Model	SYSTEM W/ S. AS PER					
APPX QTY 1-3	110V CHAAS PER T	ARGER, CABLE HE ATTACHED Quanties listed a d names are to es	UDE 2 12V LI-ION E & CASE FOR TH D SPECIFICATION Model are approximations. stablish mimimum s	E ABOVE UNIT					
		F	Page 1 of 3						
						ТО	ΓAL		
IN ENCLO	DSED ENVELO		D	State delivery Firm Name	time within			eipt of F	·.O.
				Signature					
We will allo		% 20 days from	date of receipt of goods	Type or Print Na	.me				55

- 1. All quotations must be signed with the firm name and by an authorized officer or employee.
- 2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
- 3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
- 4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
- 5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
- 6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
- 7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
- 8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
- 9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
- 10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
- 11. Bids received after specified time will be returned un-opened.
- 12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
- 13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid,
- 14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
- 15. IF a bid bond is required in the published specifications, see below: Each bid shall be accompanied by a Cashier's Check, Certified Check, Bank Draft or Bid Bond for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
- 16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
- 17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
- 18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
- 19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
- 20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
- 21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
- 22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
- 23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET Page__ Bid on this form ONLY. Make no changes on this form. Additional UNIT PRICE **EXTENSION ARTICLES** QUANTITY UNIT information to be submitted on separate sheet and attached hereto. Dollars Cents Dollars Page 2 of 3 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 Licenseand 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 firm for a one-year period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one-year periods.

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name	

TOTAL

We will allow a discount ______% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

Page_____ of____

Page 3 of 3 If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ON AN ALL OR NONE BASIS.	Page 3 of 3 If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.	Page 3 of 3 If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.						
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RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name		
_		

We will allow a discount	$_{_}\%$ 20 days from date of receipt of goods
and correct invoice of competed a	order





City of Mobile Police Department Explosive Ordnance Disposal Unit

The MPD Bomb Squad request the necessary steps be taken to receive bids for a Smart Ray Vision Extreme 3x, 10-inch by 12-inch X-Ray system. This particular system is required because the long exposure algorithm incorporated within the systems software allows Bomb Technicians to be in close proximity to bombs for a minimal amount of time. The reduced time on target means an increase in safety.

The bomb Squad currently has the larger 14-inch by 17-inch Smart Ray System in service on our main heavy response F-250 platform. This system would allow X-ray deployment on our smaller, light response Tahoe platforms while maintaining uniformity with our current technology, training and SOP.

Below is a list of required specifications any product being submitted for bid must meet:

The X-ray "system" shall consist of an X-ray Generator, Digital Imager Panel, and Tablet capable of running imaging software.

The X-ray generator shall be a minimum 150 KV pulse type generator and shall meet the following specifications-

- a. It must be powered by a standard, off-the-shelf Dewalt 20v rechargeable battery pack in order to ensure cross-compatibility with other systems already in use by MPD and our ALEA partners.
- b. It shall be capable of producing an output dose of 2.0 2.8 mR per pulse.
- c. It shall be capable of penetrating up to 3/4 " steel.
- d. It shall have a pulse rate of at least 10 pulses per second.
- e. It shall have a duty cycle of at least 200 pulses over 4 minutes and be capable of programming subdivisions of multiple pulse trains in order to prevent burnout over long exposures.
- f. It shall be capable of producing at least 9000 pulses per full battery charge.
- g. It shall have a minimum stand-by time or 10 hours.
- h. It shall have an IP rating of IP 54
- i. It shall be compatible with and capable of remote control by the included Imager and software.

X-ray system must support both wired and 5Ghz wireless operation.

System must include high-definition Non-Glass DR panel: Approximate size 10" x 12" with 4mm or less margin.

System Software must be able to select and remotely control all Golden Engineering Pulse generators to ensure compatibility with currently used systems.

System must have system software-controlled generator firing and sequencing programmed pulse, volley and delay interval capability and conforming to all other requirements listed in the above generator specifications.

DR Imager must have an operational kV Range compatible with included X-ray generator, as well as other generators already in use by the Department (150 - 200 KV)

DR Imager must have an operational high Temp. range of -21 - 150 degrees F sustained.

Must have wired and wireless controlled "Indefinite Timeframe Exposure Window".

System must include seamless auto-mosaic "Auto-Stitch" image stitching capability.

Must have software-controlled radio frequency capability and easily integrate with robotic platforms.

All components must be easily user interchangeable with other systems in the field to include Calibration files.

Imager must meet the Ingress Protection rating of IP65 (Panel at IP67) for dust, dirt, splash; and a 4-foot drop shock tolerance. *(with no internal shock sensors)

System must have Short-Range Tactical and Long-Range modes of wireless operation and have real-time Wi-Fi visual signal strength monitoring and self-healing Wi-Fi connectivity.

DR Imager Panel must have Tungsten layer for Circuitry and Backscatter Protection.

System must support date, time and pulse count stamps on each image shot and Photo collection capability.

Cold boot to first image is approximately 60-75 seconds with second exposure full cycle at approximately 8-12 seconds.

System operating software must have 3D capability.

DR Imager must have Auto Self Calibration capability and never require manual calibration.

System must be approved for AEODU (All Explosive Ordnance Disposal Use) by the Military Technical Acceptance Board, Naval Surface Weapons Center with written verification.

System must have Full color image analysis.

System must have Cyber testing certification.

Must have 24 hr. USA Customer Support and Repair capability.

Additional Terms Relating to Purchases with Federal Grant Awards

- $1, FEDERAL\ GRANT\ FUNDING.\ This\ procurement\ may\ be\ funded\ in\ whole\ or\ part\ with\ federal\ grant\ funds.$
- 2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.
- 3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT

- (a) Immediate Termination This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:
 - (i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;
 - (ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or
 - (iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.
- (b) Termination for Cause-The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:
 - (i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;
 - (ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - (iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;
 - (iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

- (v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;
- (vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.
- (c) Notice of Default-If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:
 - (i) Immediately terminate the bid award without additional written notice; and/or
 - (ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,
 - (iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.
- (d) Termination upon Notice-Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.
- (e) Payment Limitation in Event of Termination-In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.
- (f) Termination Duties-Upon receipt of notice of termination or upon request of the City, the bid awardee shall:
 - (i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;
 - (ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;
 - (iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

- (iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

- (a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities
 - (b) During the performance of this contract, the bid awardee agrees as follows:
 - (i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

- (a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:
 - (i) The name, address, and telephone number of the protestor;
 - (ii) The signature of the protestor or an authorized representative of the protestor;
 - (iii) Identification of the bid being protested;
 - (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:
 - (v) The form of relief requested
- (b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.
- (c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

- (a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.
- (b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

- 10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).
- (a). 2 CFR 200 Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification
- (b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:
 - (i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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;
 - (ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
 - (iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe $benefits\ under\ section\ 1 (b) (2)\ of\ the\ Davis-Bacon\ Act\ on\ behalf\ of\ laborers\ or\ mechanics$ are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types $described in \ section \ 1(b)(2)(B) \ of \ the \ Davis-Bacon \ Act), \ daily \ and \ weekly \ number \ of$ hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htmorits successorsite. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its $own\, records, without\, weekly\, submission\, to\, the\, sponsoring\, government\, agency$ (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under \S 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under \S 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, $Employment\ and\ Training\ Administration.\ The\ ratio\ of\ trainees\ to\ journeymen\ on\ the$ job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- (5) <u>Compliance with Copeland Act requirements</u>. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) <u>Contract termination</u>: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) <u>Compliance with Davis-Bacon and Related Act requirements</u>. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
 - (9) <u>Disputes concerning labor standards</u>. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- (c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) <u>Violation</u>; <u>liability for unpaid wages</u>; <u>liquidated damages</u>. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



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 <u>before</u> 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:3/26/2024

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 twelve-month subscription for Terranova cybersecurity awareness training services for MIT. General fund.

Amount of Contract:

\$23,425.00

Funding Source

Project # **Discretionary Funds Project String Contract Number:**

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Upload Date Type 20240311 SHI Agenda Cover Memo 3/11/2024 Package POs

REVIEWERS:

Department Reviewer Action Date

3/11/2024 - 6:06 Mayors Barber, James Approved

Office 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.
ii Cost wiii continue, write indefinite and list project annuar-cost.

RESOLUTION

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
4998	2024	(5000) INFORMATION TECHNOLOGY	TWELVE-MONTH SUBSCRIPTION FOR TERRANOVA CYBERSECURITY TRAINING SERVICES FOR MIT (PROFESSIONAL TRAINING SERVICES)	\$23,425.00	(272641) SHI INTERNATIONAL CORP

Adopted:		
	City Clerk	



Bill To Requisition 00004998-00 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 GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 |Vendor |Date |Ship Date |Number |Required |Via Ordered Terms |Department 02/06/24 | 272641 | 02/06/24 | INFORMATION TECHNOLOGY LN Description / Account Qty Unit Price Net Price General Notes PER SOURCEWELL - Technology Catalog Solutions Contract #081419-SHI 001 Security Awareness Program -Ultimate Bundle Fortra, LLC -2500.00 9.37000 23425.00 **EACH** Part#: NPN-TERRA-SECURI Contract Name: Sourcewell-Technology Catalog Solutions Contract #: 081419-SHI Note: 12 Months 1 1000.10.23.5000.5000.5000.0000.0000.42115. 23425.00 Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To 651 CHURCH STREET MOBILE, AL 36602 Requisition Link 23425.00 Requisition Total ***** General Ledger Summary Section *****



Bill To Requisition 00004998-00 FY 2024 ACCOUNTS PAYABLE P O BOX 389 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. MOBILE, AL Review: Buyer: 9105fola 36601 Status: Approved vendorinvoices@cityofmobile.org Page 2 _____ Ship To vendor SHI INTERNATIONAL CORP MIT 290 DAVIDSON AVE 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG SOMERSET, NJ 08873 Tel#732-715-3197 Delivery Reference Fax 732-868-6055 GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602 Date | Vendor | Date | Ship Ordered | Number | Required | Via |Terms | Department 02/06/24 | 272641 | 02/06/24 | INFORMATION TECHNOLOGY Amount Remaining Budget Amount Remaining Budget Account Account 1000.10.23.5000.5000.5000.0000.0000.42115. 23425.00 1377842.48 INFORMATION TECHNOLOGY EXP SOFTWARE COSTS **** Approval/Conversion Info **** Activity Date Approved 02/06 clerk Comment 02/06/24 GREG HOLLIDAY Auto approved by: 91057606 02/06/24 SCOTT KEARNEY Approved Approved 02/06/24 UDARA JAYASENA Auto approved by: 91057606 Approved by: 9105fola Approved 03/08/24 DONALD ROSE Auto approved by: 910516727 Approved 03/08/24 SANDRA LEWIS Approved 03/08/24 Auto approved by: 910516727 STEVEN KRONINGER Auto approved by: 910516727 Approved 03/08/24 SAMANTHA COOLEY Auto approved by: 910516727 Auto approved by: 910516727 03/08/24 Approved JOHN PAINE Approved 03/08/24 MICHAEL SPAFFORD Authorized By: _____ Date: _____ Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Emergency & Rescue Vehicle Sales, LLC for two Type II ambulances on Ford T320 Transit chassis for MFRD. Motor pool capital.

Amount of Contract:

\$252,938.00

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date 20240311 Southern Agenda Package POs Cover Memo 3/11/2024

REVIEWERS:

Department Reviewer Action Date

Mayors Office Barber, James Approved 3/13/2024 - 10:34 AM

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.

RESOLUTION

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
6246	2024	(1510) FIRE	TWO TYPE II	\$252,938.00	(298972)
		ADMINISTRATION	AMBULANCES ON		<u>SOUTHERN</u>
			FORD T350 TRANSIT		EMERGENCY &
			CHASSIS FOR MFRD		RESCUE VEHICLE
			(HGAC COOPERATIVE		SALES, LLC
			PURCHASING		
			AGREEMENT, NOT		
			ON STATE		
			CONTRACT)		

Adopted:		
	City Clerk	



Requisition 00006246-00 FY 2024

Review:

Bill To

ACCOUNTS PAYABLE P O BOX 389

Acct No:

7000.40.20.0000.0000.2070.0000.0000.47120.

MOBILE, AL

36601 vendorinvoices@cityofmobile.org Buyer:

|Status: Released Page 1

Ship To

SOUTHERN EMERGENCY & RESCUE VEHICLE SALFIRE CENTRAL SUPPLY 15590 FLORIDA BLVD

2851 OLD SHELL ROAD

BATON ROUGE, LA 70819

MOBILE, AL 36607

RICHARDSONV@CITYOFMOBILE.ORG

Te1#225-683-3999

Delivery Reference VICTORIA RICHARDSON

Deliver To

FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD

MOBILE, AL 36607

|Vendor |Date |Ship Date |Number |Required |Via Ordered Terms |Department 03/07/24 | 298972 | |FIRE ADMINISTRATION

LN Description / Account Unit Price Net Price Qty

001 AMBULANCE/RESCUE VEHICLE: AMERICAN 2.00 126469.00000 252938.00

EMERGENCY AMBULANCE 2023 FORD T350 II TRANSIT CONTRACT AM-1023 EACH

Vendor Item

1 7000.40.20.0000.0000.2070.0000.0000.47120.

E MP01522 .VEHICLEEXP.

252938.00

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

Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Requisition Link

Requisition Total

252938.00

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

E MP01522 .VEHICLEEXP.

Amount Remaining Budget 110017.58 252938.00

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

Amount Remaining Budget

7000.40.20.0000.0000.2070.0000.0000.47120.



Bill To Reguisition 00006246-00 FY 2024 ACCOUNTS PAYABLE P O BOX 389 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. MOBILE, AL Review: 36601 Buyer: vendorinvoices@cityofmobile.org |Status: Released Page 2 _____ Ship To SOUTHERN EMERGENCY & RESCUE VEHICLE SALFIRE CENTRAL SUPPLY 15590 FLORIDA BLVD 2851 OLD SHELL ROAD MOBILE, AL 36607 BATON ROUGE, LA 70819 RICHARDSONV@CITYOFMOBILE.ORG Te1#225-683-3999 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 |Vendor |Date |Ship Date Ordered | Number | Required | Via |Terms | Department 03/07/24 | 298972 | | | FIRE ADMINISTRATION Amount Remaining Budget 252938.00 15945377.85 Account MOTOR POOL EXP VEHICLE ACQ (GREATER \$5000) **** Approval/Conversion Info **** Activity Date Approved 03/08/24 clerk Comment CHARLES SUMRALL 03/08/24 SHONNDA SMITH Oueued 03/08/24 Queued CHERI BOUCHER Pending DONALD ROSE Pending SANDRA LEWIS STEVEN KRONINGER Pending Pendina SAMANTHA COOLEY Pending JOHN PAINE Pending MICHAEL SPAFFORD Authorized By: _ _ Date: __ Signature

H-GAC

Houston-Galveston Area Council P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Professional Ambulance Sales & Service LLC - Public Services - ID: 11136

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Professional Ambulance Sales & Service LLC, hereinafter referred to as the Contractor, having its principal place of business at 309 FM 3381, Comanche, TX 76442.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

Page 2 of 13 87

subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC

Page 3 of 13

local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

Page 4 of 13

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Page 5 of 13 90

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

Page 6 of 13 91

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

- H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:
- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in

Page 7 of 13 92

- either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. Conflict of Interest Questionnaire: Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. Certificate of Interested Parties Form Form 1295: As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement

Page 8 of 13 93

of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

<u>ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN</u> <u>TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020</u> AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

Page 9 of 13

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that

Page 10 of 13 95

maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism:
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

Page 11 of 13 96

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM prior to submitting an application or plan; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding

Page 12 of 13 97

agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Professio	nal Ambulance Sales & Service LLC	H-GAC	
Signature	DocuSigned by: Troy Miceli A251D97F99F14C8	Signature	DocuSigned by: 82EC270D5D61423
Name	Troy Miceli	Name	Chuck Wemple
Title	VP Sales	Title	Executive Director
Date	11/28/2023	Date	11/28/2023

Page 13 of 13 98

H-GAC

Houston-Galveston Area Council P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Professional Ambulance Sales & Service LLC - Public Services - ID: 11136

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

Page 2 of 8

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

<u>ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)</u>

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Page **6** of **8**

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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

Page **7** of **8**

- with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<u>ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS</u>

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Page 8 of 8

Ambulances, EMS & Special Service Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

Project ID: AM10-23

Release Date: Friday, June 9, 2023

Due Date: Thursday, August 10, 2023 12:00pm

Posted Friday, June 9, 2023 7:00am

Bid Unsealed Thursday, August 10, 2023 12:03pm Pricing Unsealed Thursday, August 10, 2023 12:03pm

All dates & times in Central Time

3. Scope of Work / Specifications

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available ambulances, emergency medical response and specialty vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories.

3.2. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. If that specific vehicle is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

1. Ambulance

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

2. Light/Medium Duty EMS Rescue Vehicle

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

3. Other Specialty Vehicle or Equipment

Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

4. EMS Vehicle Conversions

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

5. Remount Services Only

Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user.

Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

6. Remount on Contractor Supplied Chassis

Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

7. Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles

Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

8. <u>Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans</u>

Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

9. Ambulance/EMS/Rescue Vehicle Parts and Supplies

Response listing must include percentage discount.

10. Ambulance/EMS/Rescue Vehicle Options

Response listing must include percentage discount.

3.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

- 1. Meet all applicable requirements of federal, state and local laws and regulations.
- 2. Be manufacturer's normal offering with all standard features and functions and performance levels.
- 3. Be ready for turn-key operation upon delivery.
- 4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

3.4. Additional Requirements

Licenses

- Contractor must have and maintain the appropriate license(s) as required by the State of Texas,
 Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition],
 or any other local, state and federal licenses required and which are applicable to the respondent's
 operations.
- The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Division. Contractor must ensure all emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.
- Contractor must maintain all licensing required by the State of Texas as applicable to their business
 operations during the entire contract term. If during the contract period such licensing lapses, Contractor will
 be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

- 1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted (as per latest edition of KKK-A-1822F).
- 2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each listing being bid.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

- Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
- 2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
- 3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
- 4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
- 5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.
- 6. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
- 7. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
- 8. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
- 9. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

3.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

3.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

- 1. "Business Day" Monday through Friday
- 2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
- 3. "Regular Time" Work that occurs during standard business hours
- 4. "Emergency Time" Work that occurs outside standard business hours

3.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Ambulance: \$1,000 per purchase order

Category B – Light/Medium Rescue Vehicle: \$1,000 per purchase order

Category C – Specialty Vehicle/Equipment:

Light Rescue/Special Service \$1,000 per purchase order

Heavy Rescue/Special Service \$2,000 per purchase order

All Trailers 2% per purchase order

Category D – EMS Vehicle Conversions: \$1,000 per purchase order

Category E – Remount Services Only: \$600 per purchase order

Category F – Remount on Contractor Supplied Chassis: \$600 per purchase order

Category G –Electric/Alternative Fuel Vehicles Determined by category of vehicle

Category H – Service/Maintenance Plans: 2% per purchase order

Category I - Ambulance/Vehicle Parts and Supplies 2% per purchase order

Category J - Ambulance/EMS/Rescue Vehicle Options No separate fee - part of vehicle

3.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

Attachment A Professional Ambulance Sales & Service Ambulances, EMS & Special Service Vehicles Contract No.: AM10-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Ambulance		
AEV	TraumaHawk DR92	Type I, back entry, Ford F450	\$ 250,269.00	3%
AEV	TraumaHawk 148''	Type I, back entry, Ford F450	\$ 268,759.00	3%
AEV	TraumaHaWK 148" X- Series	Type I, back entry, Ford F450	\$ 310,417.00	3%
AEV	TraumaHawk 172''	Type I, back entry, Ford F450	\$ 273,490.00	3%
AEV	TraumaHawk 172" X-Series	Type I, back entry, Ford F450	\$ 314,387.00	3%
AEV	Firstar	Type I, back entry, Ford F350	\$ 194,550.00	3%
AEV	M2 X-Series	Type I, back entry, Freightliner	\$ 378,216.00	3%
AEV	Mercedes Sprinter	Type II, Mercedes Sprinter	\$ 153,603.00	3%
AEV	Chevy Van	Type II, Chevy G3500 Van	\$ 120,099.00	3%
AEV	Transit MR Gold	Type II, Ford T250	\$ 134,098.00	3%
AEV	Transit HR Gold	Type II, Ford T250	\$ 135,328.00	3%
AEV	TraumaHawk DR92	Type III, Ford E350, Gas	\$ 186,179.00	3%
AEV	TraumaHawk 148''	Type III, Ford E350, Gas	\$ 210,074.00	3%
AEV	TraumaHawk 164''	Type III, Ford E350, Gas	\$ 216,763.00	3%
AEV	TraumaHawk 164" X-Series	Type III, Ford E350, Gas	\$ 252,158.00	3%
AEV	Firstar	Type III, Ford E350, Gas	\$ 169,388.00	3%
Horton	Model 453	Type I, Ford F450	\$ 296,326.00	3%
Horton	Model 457	Type I, Ford F450	\$ 302,994.00	3%
Horton	Model 603	Type I, Ford F450	\$ 293,613.00	3%
Horton	Model 623	Type I, Ford F450	\$ 302,341.00	3%
Horton	Model 623	Type I Freightliner M2 4x2 173"x96"x72" HR Pass through, Diesel	\$ 353,301.00	3%
Horton	Model 453	Type III, Ford E350, 149"x96"x72" HR Walk through, Gas	\$ 207,745.00	3%
Horton	Model 523	Type III, Ford E450, 157"x96"x72" HR Walk through, Gas	\$ 254,637.00	3%
Horton	Model 533	Type III, Ford E450, 163"x96"x72" HR Walk through, Gas	\$ 255,607.00	3%
Horton	Model 533	Type III, Ford E450, 169"x96"x72" HR Walk through, Gas	\$ 257,392.00	3%
Leader	CE MR	Type II Transit "CE" MR	\$ 119,069.00	3%

CE PRO MR	Type II Transit "CE PRO" MR	\$	126,512.00	3%
SE MR	Type II Transit "SE" MR	\$	129,136.00	3%
LE HR	Type II Transit "LE" MR	\$	149,882.00	3%
SE HR	Type II Transit "SE" MR	\$	136,998.00	3%
LE	Type II Sprinter "LE" MR	\$	169,493.00	3%
SE	Type II Sprinter "SE" MR	\$	148,954.00	3%
SE	92/145 Type III Ford "SE"	\$	201,011.00	3%
LE	94/148 Type III Ford "LE"	\$	237,706.00	3%
LE	96/170 Type III Ford "LE"	\$	269,235.00	3%
CCT	96/170 CCT Type III Ford	\$	316,659.00	3%
Sprinter	86/148 Type III Sprinter "LE"	\$	267,664.00	3%
LE	96/150 Type I Ford "LE"	\$	289,495.00	3%
LE	96/173 Type I Ford "LE"	\$	305,977.00	3%
	Category C - Other Specialty Vehicle or Equipment			
2024 Ford F250	SRW, 4x2, Gas, 56" CA, standard cab	\$	117,098.00	3%
2024 Ram 2500	SRW, 4x2, Gas, 56" CA, standard cab	\$	117,135.00	3%
2024 Chevy 2500 HD	SRW, 4x2, Gas, 56" CA, standard cab	\$	117,135.00	3%
	Category E - Remount Services Only			
	SERVS Option Catalog			
	Category F - Remount on Contractor Provided Chassis			
	SERVS Option catalog			
	SE MR LE HR SE HR LE SE SE LE LE CCT Sprinter LE LE LE 2024 Ford F250 2024 Ram 2500	SE MR Type II Transit "SE" MR LE HR Type II Transit "SE" MR LE Type II Sprinter "LE" MR LE Type II Sprinter "LE" MR SE Type II Sprinter "SE" MR SE 92/145 Type III Ford "SE" LE 94/148 Type III Ford "LE" LE 96/170 Type III Ford "LE" CCT 96/170 CCT Type III Ford Sprinter 86/148 Type III Sprinter "LE" LE 96/150 Type I Ford "LE" LE 96/173 Type I Ford "LE" Category C - Other Specialty Vehicle or Equipment SRW, 4x2, Gas, 56" CA, standard cab 2024 Ram 2500 SRW, 4x2, Gas, 56" CA, standard cab Category E - Remount Services Only SERVS Option Catalog Category F - Remount on Contractor Provided Chassis	SE MR	SE MR

Professional Ambulance Sales & Service SERVS

Ambulances, EMS & Special Service Vehicles

HGACBuy Contract No.: AM10-23

AUTHORIZED DEALERS

Dealer Name	Address	City	State	Zip Code	Phone	Contact	Products
Allsource Enterprises (Southern Emergency Consultants)	2022 County Road 91	Roanoke	AL	36274	706-594-2228	Brock Butts	Horton Emergency Vehicles
Allsource Enterprises (Southern Emergency Consultants)	5031 Hwy 153	Easley	SC	29642	803-960-0052, 864-313-1657	Meredith Martin, Louis Al Willimon	Horton Emergency Vehicles
American Response Vehicles, Inc.	521 Hillsdale Rd.	Columbia	МО	65201	573-443-8881	Blake Clifton	AEV
Eastford Fire & Rescue Services, Inc.	10 Westford Rd	Eastford	СТ	06242	860-428-7680	Christopher Bowen	AEV
ETR, LLC	700 South French Ave	Sanford	FL	32771	407-339-6737	Jerry Michaluk	AEV, Horton Emergency Vehicles, FLEX SRM
Fleet Plus, LLC	2517 E Erwin St	Tyler	TX	75702	903-705-7142	Erik Switzer	Remounts
Foster Coach Sales, Inc.	903 Prosperity Dr.	Sterling	IL	61081	800-369-4215	Andrew Foster	
Greenwood Emergency Vehicles	530 John Dietsch Blvd	North Attleboro	MA	02763	508-695-7138	Lorna Marcoux	Horton Emergency Vehicles
Halcore Group (American Emergency Vehicles AEV)	101 AEV Lane	Jefferson	NC	28460	800-374-9749	Randy Barr	AEV
Halcore Group (Horton Emergency Vehicles)	3800 McDowell Road	Grove City	ОН	43123	614-539-8181	Dave Marshall	Horton Emergency Vehicles
Holland Motor Homes (Emergency Vehicles Plus)	670 E 16th Street	Holland	MI	49423	616-405-1802	Mark Genzink	Ambulances, Remounts, Fire Apparatus
Laake Enterprises Inc. (FESCO)	7010 Troy Hill Drive	Elkridge	MD	21075	410-379-5353	Peter Laake, Jr.	Horton Emergency Vehicles
Leader Emergency Vehicles	10941 Weaver Ave	South El Monte	CA	91733	786-671-5635	Irina Hot	Leader Emergency Vehicles
NWEV LLC (Northwestern Emergency Vehicles)	268 NWEV Drive	West Jefferson	NC	28694	800-536-8488	Blake Clifton	AEV
Professional Sales and Service	1720 W Indiana Ave Ste C	Salt Lake City	UT	84104	801-977-3961	Braxton Peterson	AEV, Horton Emergency Vehicles, Leader, FLEX
Professional Vehicle Corporation	12 Industrial Park Road	Rumford	ME	04276	207-346-2400	Nate Robbins	Ambulances
Siddons-Martin Emergency Group	1362 East Richey Road	Houston	TX	77073	800-784-6806	Jeff Doran	Horton Emergency Vehicles
Specialty Hearse & Ambulance Sales Corp.	60 Engineers Lane	East Farmingdale	NY	11735	516-349-7700	Bob O'Neill, Scott O'Neill	AEV
Specialty Truck Sales & Service	90 Jolly Industrial Park Drive	Wilder	KY	41076	859-442-5100	Jim Kaelin	Horton Emergency Vehicles
VCI Emergency Vehicle Specialists, LLC	43 Jefferson Ave	Berlin	NJ	08009	800-394-2162	Rich Bohny	AEV, Horton Emergency Vehicles

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



Rachel Laurie Riddle Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), Ala. Code 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. <u>See</u> Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

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

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

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

Mailing Address:

P.O. Box 302251

Montgomery, AL 36130-2251

Telephone (334) 242-9200 Fax (334) 242-1775 www.examiners.alabama.gov If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sumuri LLC for forensic computer workstation for MPD Cyber.

General fund.

Amount of Contract:

\$19,568.00

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date 20240229 Sumuri Agenda Package POs Cover Memo 3/11/2024

REVIEWERS:

Department Reviewer Action Date

Mayors Office Barber, James Approved 3/11/2024 - 11:00 AM

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.

RESOLUTION

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
5164	2024	(1545) POLICE CYBER DIVISION	FORENSIC COMPUTER WORKSTATION FOR MPD (PRICE BELOW BID REQUIREMENT)	\$19,568.00	(298805) SUMURI LLC

Adopted:		
	City Clerk	



Bill To

Requisition 00005164-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

1000.30.15.1530.1545.1530.0000.0000.44020.

MOBILE, AL

Review:

36601

Buyer: 9105fola

vendorinvoices@citvofmobile.org _____ |Status: Approved Page 1

Vendor SUMURI LLC

40 S MAIN ST P O BOX 121

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MAGNOLIA, DE 19962

MOBILE, AL 36602

KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date | Vendor | Date | Ship | Ordered | Number | Required | Via | Terms |Terms | Department

02/08/24 | 298805 | | | POLICE CYBER DIVISION -----

LN Description / Account

Qty Unit Price Net Price

General Notes

PER GSA CONTRACT #GS35F363DA AND YOUR QUOTE #E10084.

STATE OF ALABAMA CODE 41-16-51(A)(15) SECURITY EXEMPTION.

001 TALINO INTEL WORKSTATION TWO (2) 1.00

INTEL XEON GOLD 6442Y 2.6 GHZ (UP TO 4.0 GHZ MAX TURBO) 24-CORE/48

EACH

19568.00000 19568.00

4800 MHz RAM ONE (1) 2TB SSD FOR THE OPERATING SYSTEM ONE (1) 4TB M. 2 NVME SSD FOR TEMPORARY FILES AND

THREAD PROCESSORS 256 GB OF DDR5

PROCESSING ONE (1) 1TB M.2 NVMe
SSD FOR DATABASE QUAD PCle 4.0 M.2
Carrier with four (4) 2tb M.2 NVMe
SSDS (8TB IN RAID 0) EIGHT (8) 6TB
HARD DRIVES IN RAID 10 FOR DATA

STORAGE ONE (1) HIGH END RAID

CONTROLLER CARD WITH 12 Gb/s PROCESSING ONE (1) RTX A4500 WITH 20GB GDDR6 ECC VRAM GRAPHICS

PROCESSING UNIT BLU-RAY 16X BD-R 4MB CACHE SATA BLU-RAY BURNER

FORENSIC CARD READER ONE(1) 2.

5"HOT SWAP BAY WITH FOUR(4)
REMOVABLE TRAYS ONE(1)3.5" HOT SWAP TRAY WITH FIVE(5) REMOVABLE BAYS ONE(1) 4 PORT USB 3.0 HUB

ONE(1) 10 PORT USB 2.0 HUB TABLEAU



Bill To

Requisition 00005164-00 FY 2024

ACCOUNTS PAYABLE P O BOX 389

Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020.

MOBILE, AL

Review:

36601

Buyer: 9105fola

vendorinvoices@cityofmobile.org _____

|Status: Approved

Page 2

Vendor SUMURI LLC 40 S MAIN ST P O BOX 121

Ship To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MAGNOLIA, DE 19962

MOBILE, AL 36602

KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date | Vendor | Date | Ship Ordered | Number | Required | Via

|Terms | Department 02/08/24 | 298805 | |

| POLICE CYBER DIVISION

Qty Unit Price Net Price

LN Description / Account T3iu FORENSIC BRIDGE TABLEAU T356789iu FORENSIC BRIDGE ONE(1) 1000 WATT POWER SUPPLY UNIT HIGH END WHISPER QUIET FANS THROUGHOUT THE ENTIRE SYSTEM (HYDRAULIC FLUID BALL BEARING RATED AT 3000,000 HOUR LIFESPAN) MICROSOFT WINDOWS 11 PRO 64 BIT THREE (3) YEAR STANDARD WARRANTY ADDITIONAL SPECIFICATIONS SIZE 15"WX19. 06"HX20.06"D (381MMX484MMX510MM) OPEN 5.25" BAYS=10 FAN SIZE(S)=120MM PCI CHASSIS EXPANSION SLOTS_8 ALUMINUM THICKNESS _0.118"(OR 3.00MM) FINISH_POWDER COATED BLACK WITH **BLACK APPOINTMENTS**

1 1000.30.15.1530.1545.1530.0000.0000.44020.

19568.00

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

Requisition Link



Requisition 00005164-00 FY 2024 Bill To ACCOUNTS PAYABLE P O BOX 389 Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. MOBILE, AL Review: Buyer: 9105fola 36601 vendorinvoices@cityofmobile.org Status: Approved Page 3 _____ Vendor Ship To SUMURI LLC GULF COAST TECHNOLOGY CENTER 40 S MAIN ST 455 ST LOUIS ST. SUITE 2300 P O BOX 121 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG MAGNOLIA, DE 19962 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Date | Vendor | Date | Ship Ordered | Number | Required | Via |Terms |Department 02/08/24 | 298805 | | POLICE CYBER DIVISION _______ LN Description / Account Qty Unit Price Net Price Requisition Total 19568.00 **** General Ledger Summary Section **** Amount Remaining Budget 1000.30.15.1530.1545.1530.0000.0000.44020. 19568.00 10395311.79 POLICE CYBER DIVISION EXP OPERATING SUPPLIES **** Approval/Conversion Info **** Activity Date clerk Comment 02/28/24 Auto approved by: 9105fola Auto approved by: 9105fola Approved DONALD ROSE Approved 02/28/24 SANDRA LEWIS Approved 02/28/24 Auto approved by: 9105fola STEVEN KRONINGER Auto approved by: 9105fola Approved 02/28/24 SAMANTHA COOLEY 02/28/24 02/28/24 Auto approved by: 9105fola Auto approved by: 9105fola Approved JOHN PAINE Approved MICHAEL SPAFFORD Approved 02/28/24 ANNE FOLEY _____ Date: ____ Authorized By: Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

Marc Vassallo, Public Services, Director

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Professional engineering services associated with compliance with above ground service tank at Municipal Garage

Amount of Contract:

\$69,975.00

Funding Source

Project # C0648 Municipal Garage Above Ground Service Tank (AST) **Discretionary Funds**

Project StringContract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date

Municipal Garage Above Ground Service Tank (AST) Cover Memo 3/13/2024

REVIEWERS:

Department Reviewer		Action	Date
Public Service	Vassalo, Marc	Approved	3/13/2024 - 4:04 PM
Budget	Moore, Rick	Approved	3/13/2024 - 4:09 PM
Legal	Kern, Chris	Approved	3/13/2024 - 4:31 PM
Legal	Kern, Chris	Approved	3/13/2024 - 4:34 PM

CAPITAL CONTRACT SUMMARY SHEET (2 COPIES REQUIRED)

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			Control of the Contro			
PROJECT NAME: Municipal Garage Above Ground Service Tank (AST)						
CAPITAL PROJECT # CO	648	_ DATE OF RECEIPT	03/13/2024			
DEPT. PROJECT #			as associated with			
PROJECT DESCRIPTION	Professional L	rigineering Service	associated with			
compliance with abov	e ground service	e tank at the Munic	cipal Garage.			
CONTRACT AMOUNT	\$ 69,975.00					
VENDOR NAME CDG,	Lauren					
VENDOR NUMBER 29	8988					
DEPT # 2070	DEPT NA	ME Public Services				
CONTRACT ADMINISTI						
Please Select by circlin	g 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 \times ; 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: <u>Lisa</u> /	Roberts	Date ³	3/13/2024			

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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.

lame of Company:	CDG, Inc.
Project Name:	Municipal Garage Above Ground Service Tank (AST)
Estimated Cost:	\$69,975.00
Adopted:	
City Clerk	



MUNICIPAL GARAGE ABOVE GROUND SERVICE TANK (AST), PROFESSIONAL SERVICES

ENGINEER:

CDG, INC.



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this ____day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **CDG**, **INC**. (hereinafter called the "ENGINEER").

WHEREAS, the ENGINEER is engaged in the business of designing different solutions on putting a secondary confinement wall around an Above Ground Service Tank

WHEREAS, the City desires to engage ENGINEER to provide said services (the "Project") upon the following terms and conditions;

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. <u>DEFINITIONS</u>

The following terms and their definitions shall apply:

ADEM- Alabama Department of Environmental Management

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

DIRECTOR OF PUBLIC SERVICES - That person designated by the CITY as DIRECTOR OF PUBLIC SERVICES or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **CDG**, **INC**.

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the Director of Public Services for the CONTRACT.

PROJECT -MUNICIPAL GARAGE ABOVE GROUND SERVICE TANK (AST) PROFESSIONAL SERVICES This CONTRACT is for professional engineering services associated with Compliance with Above Ground Service Tank at the Municipal Garage.

II. STANDARDS

The CITY hereby retains the ENGINEER, and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for the performance in the items of work as hereinafter set forth in Scope of Services (Exhibit 1). All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The services to be performed are described in the Scope of Services attached hereto and labeled Exhibit 1, which is hereby incorporated as if part of this agreement. At all times during this CONTRACT, the ENGINEER will assign an Engineer of Record to the PROJECT who will be responsible for project review and quality control.

Should the DIRECTOR OF PUBLIC SERVICES request, the ENGINEER shall schedule and conduct monthly meetings with the DIRECTOR OF PUBLIC SERVICES to provide a status report of the progress at each meeting. These meetings shall continue until the end of this contract.

ENGINEER shall ensure that all engineers, technical staff, inspectors, observers, and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the Director of Public Service, all qualifications of all engineers, technical staff, inspectors, observers, agents, any substitutions, replacements, or additions prior to appointment or use by the ENGINEER. Although the DIRECTOR OF PUBLIC SERVICES shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the DIRECTOR OF PUBLIC SERVICES, of any of ENGINEER's technical staff, inspectors, observers, engineers, or agents all acts by the ENGINEER, or ENGINEER's technical staff, inspectors, observers, engineers, or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for the PROJECT is divided into ten (10) Tasks.

The PROJECT must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama.

The ENGINEER shall schedule and conduct Project Kickoff Meeting with the DIRECTOR OF PUBLIC SERVICES and shall provide quality control and quality assurance to all project activities and deliverables. Coordination shall continue with the DIRECTOR OF PUBLIC SERVICES until the end of the PROJECT.

To ensure proper implementation of the ABOVE GROUND SERCVICE TANK program, the ENGINEER shall coordinate and participate in routine meetings with City's departments, City staff, and sub consultants. The ENGINEER shall provide sign-in sheets and meeting summary each meeting with City departments and City staff. The ENGINEER shall provide support as directed by the DIRECTOR OF PUBLIC SERVICES.

A. Topographical and Control Survey - TASK 1

In accordance with the current edition of the Standards of Practice for Land Surveying in the State of Alabama

- 1. Limits generally include 50' in each direction from the existing fuel tank
- 2.Horizontal and vertical survey control to be based on NAD 83 (Alabama State Plane Coordinates System) and NAVD 88, respectively, and collected using the Alabama CORS Network
- 3. Reference survey to City of Mobile's local benchmarks
- 4. Data collection using traditional ground measurements, GPS, photogrammetry, and/or remote sensing
- 5. Establish permanent benchmarks, minimum of two
- 6. Locate selected natural site features and man-made site improvements that are pertinent to design
- 7. Provide existing surface contours at one foot intervals
- 8. Locate visible utilities and utilities marked by the City

B. Elevation Certificates - TASK 2

- 1. Design elevation certificate of the two tanks based on plan elevations
- 2. As-built elevation certificate of the two tanks after they have been elevated

C. Schematic Layouts- TASK 3

- 1. One of the existing 10,000 gallon tank with secondary containment
- 2. One of the 10,000 and 2,000 gallon fuel tanks with secondary containment
- 3. One of the 10,000 and 2,000 gallon fuel tanks with secondary containment and canopy
 - 4. A maximum of one revision to each schematic is included
 - 5, Each option will be accompanied with a cost estimate

D. Civil Site Design- TASK 4

- 1. Perform one site visit to confirm piping, electrical, card lock, etc.
- 2. Preparation of Final Design Plans in accordance with applicable codes and regulations which may include the sheets listed below.
 - · Cover Sheet
 - Notes & Legend
 - Best Management Practices
 - Existing Conditions
 - Site Layout Plan
 - Site Grading and Drainage Plan
 - Erosion Control and BMP Plan
 - Cross-section schematic showing the base flood elevation, method of elevating the tank and proposed bottom of tank elevation
 - Construction Details
 - Performance requirements for canopy
 - 3. Provide a project manual
 - City of Mobile bid documents
 - Applicable technical specifications
 - 4. Submit the City's Design Certification and Checklist, as well as any additional documentation required for City permitting of the project

E. Electrical Design-TASK 5

- 1. 10,000 gallon tank
 - · Electrical associated with elevating the tank
 - Reconnect tank probe, overflow alarm and card lock
- 2, 2,000 gallon tank
 - Electrical associated with relocating the tank
 - Tank probe, overflow alarm and connect to the existing card lock system
- 3. Canopy
 - Electrical supply and performance spec for lighting

F. Structural Design-TASK 6

- 1. Tank Support for elevating the two tanks.
- G. Environmental Permitting-TASK 7
 - A separate consultant has been selected to update the SPCC for the entire facility.
 CDG will provide the necessary documentation of this project in support of the other consultant securing the SPCC permit.

2. CDG will provide ADEM tank registration form for final execution by the City for each tank.

H. City Permitting- TASK 8

- 1. Submit necessary information for the following permits:
 - Land Disturbance Permit, Tier II
 - Building permit for each tank and canopy

I. Procurement- TASK 9

- 1. Submit the project Advertisement for Bids in accordance with state bid law ·
- 2.Distribute bid packets to prospective bidders
- 3. Pre-bid conference
- 4. Assist the City in conducting a bid opening
- 5. Review bids, issue Certified Bid Tabulation and Recommendation of Award
- 6. Review insurance and bonds
- 7. Assist in execution of the contract
- 8. Assemble executed project manuals

J. Construction Administration TASK 10

- 1. Assist the City in conducting a Pre-Construction Conference
- 2. Issue Notice to Proceed
- 3. Review submittals and shop drawings
- 4. Perform five site visit during construction
- 5. Perform a final inspection
- 6. Perform one follow-up inspection to ensure the punch list from the final inspection has been satisfied
 - 7. Compile as-built drawings
 - Submit Engineer's As-built Certification
 - 1. All reports documents, figures, Technical Memorandums, and list of asses prepared or created by the ENGINEER pursuant to the performance of its obligations hereunder shall become property of the CITY immediately upon CITY'S tender of payment fees.
 - 2. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by the ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall provide at least three (3) copies of all reports, documents, figures, drawings, electronic files (one copy CADD/GIS and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Ay

- reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed, upon review and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed, or used by the ENGINEER for this PROJECT.
- 3. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CAD) files in a format compatible with AutoCAD version 2019, GIS or another electronic format agreed upon by the CITY. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic file, the ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon or incorporates into an electronic file, or other documents, plans, and specifications.

EXCLUSIONS:

Notable exclusions to the overall scope of work include, but not limited to, the following:

- Boundary survey
- Staking
- Environmental permitting other than the aforementioned
- Permit or advertising fees

IV. MUTUAL AGREEMENT

- A. It is mutually agreed by the parties hereto as follows:
 - 1. The term of this Agreement may extend beyond one year.
 - 2. The CITY may terminate this Agreement for any reason with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination all finished unfinished documents, data, studies, surveys, drawing, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspend the PROJECT for more than ninety (90) consecutive days, the ENGINEER, may terminate this CONTRACT by giving thirty (30) days written notice.

- 3. The CITY and the ENGINEER each binds its, its successors, and assigns, to the other part of this contract, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or license of any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at the CITY's discretion.
- 4. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the term of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY.

All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineers Hourly Rates, which is incorporated into this Agreement as Exhibit 3.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit 3 and as authorized by the CITY as follow;

- 1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Tasks 1-10 in accordance with the schedule and appropriate portion of Section III of this CONTRACT. Payment for work performed in Section III. A-J of this CONTRACT shall not exceed \$64,975.00 (Sixty Four Thousand Nine Hundred Seventy Five Dollars and Zero Cents).
 - b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.

B. ADDITIONAL SERVICES

a. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT 3 and shall not exceed \$5,000.00 (Five Thousand Dollars and no cents).

b. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY. The CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

c. Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases and Tasks) to be paid to the ENGINEER associated with the above-mentioned PROJECT shall not exceed \$69,975.00 (Sixty Nine Thousand Nine Hundred Seventy Five Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable, ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

- B. <u>INSURANCE</u>—For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:
 - 1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than

\$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident
Bodily Injury by Disease
Bodily Injury by Disease
Bodily Injury by Disease
S1,000,000 each accident
\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

- Waiver of Subrogation Waiver of Subrogation applies in favor of City of Mobile
 with respect to General Liability, Automobile Liability, Umbrella Liability, and
 Workers Compensation and Employer's Liability.
- 2. Additional Insured City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.
- 3. <u>Primary Insurance</u> All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- 4. <u>Notice of Cancellation</u> 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
- 5. <u>Certificates of Insurance General</u> Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is Capital. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

	By:William S. Stimpson
	William S. Stimpson Mayor
ATTEST:	
By:	
Its City Clerk Print:	
	CDG, INC.
	By: R Will
	Print: R DANIEL WELLS
	Its: CHIEF OPERATING OFFICE
	Address: 11 W Court Square
	Andalusia, AL 36420
	Telephone: 334-222-943/
STATE OF ALABAMA CITY OF MOBILE COVINGTON COL	INTY m
I, Michelle Wilson, a Notary	Public in and for said State and County, hereby
certify that R. Daniel Wells	, whose name as Chief Operating Officer of
CDG INC. is signed to the foregoing convey	ance and who are
known to me acknowledged before me on t	his day, that, being informed of these contents of the
conveyance, he as such officer and with full	authority, executed the same voluntary
on the day the same bears date.	
Given under my hand and notarial so	eal on this the 26 day of February 2024 wishelle Wilson NOTARY PUBLIC
	My Commission Expires: 9-23-26

EXHIBIT 1: SCOPE OF SERVICES

• See Page 4-6

EXHIBIT 2: PROJECT ESTIMATE

PROJECT-MUNICIPAL GARAGE ABOVE GROUND SERVICE TANK (AST) PROFESSIONAL SERVICES

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST. Total fees to be paid to the ENGINEER shall not exceed \$69,975.00 [Sixty-Nine Thousand Nine Hundred Seventy-Five Dollars and Zero Cents], unless authorized by the CITY.

CITY DISTRICT: District 3

EXHIBIT 4: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Task 1,	\$1,600.00
Task 2	\$4,150.00
Task 3	\$4,200.00
Task 4	
Task 5	\$8,625,00
Task 6	\$5,750.00
Task 7	\$2,650.00
Task 8	\$2,850.00
Task 9	\$5,750.00
Task 10:	\$15.850.00
	• • • • • • • • • • • • • • • • • • •
Base Contract Amount	\$ 64,975.00
Dase Contract Amount	W 074272400

Additional Services (If requested in writing by the Director of Public Services)...\$ 5,000.00

Total Contract Amount including Additional Services \$ 69,975.00



2023 PROJECT FEE SCHEDULE CIVIL & GEOMATICS SERVICES

Mobile Fuel Facility Improvements

770 Gayle Street, Mobile, Alabama CDG PROJ. NO: R481523001

Title	Rate/Hour
Administrative Assistant	\$75.00
Administrative Professional	\$120.00
Survey Crew Member	\$85.00
Survey Manager (PLS)	\$195.00
Project Designer	\$95.00
Engineer I	\$135.00
Engineer II	\$145,00
Engineer III (PE)	
Engineer IV (PE)	\$210.00
Project Manager (PE)	
Environmental Practice Leader (PE)	\$250.00
Miscellaneous	Rate
Mileage	Approved Federal Rate

Notes

- 1. Mileage and travel time will be charged portal to portal.
- The provided rates are for work performed during normal business hours. Overtime charges
 (1.5) will apply for personnel hours worked in excess of 8 hours per day, at night and for time
 worked on weekends or holidays.

EXHIBIT 5: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- CADD/GIS files of drawings
- Pdf's of drawings
- Lists, Maps, and Technical Memorandum from Section III

EXHIBIT 6: INSURANCE CERTIFICATIONS

CLEDFORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2023

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.

R	ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AI	ARUE VD TI:	NCE NCE	i does not constitu Ertificate Holder.	TR A	CONTRACT	BETWEEN	THE ISSUING INSURER(S), A	UTHORIZED
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	DUCER	A PE I Se	77 14A 51	STATES OF STATES AND	SONTA	or Cherry L	edford		
The	Witherington Insurance Group					, Ext): (334) 5		5 [AC, Noti (384)	566-7986
PD I'roi	Box 448 y, AL 36081				X-MARE.	ss. cherry.le	dford@wit	heringtoninsurance.com	
•	• •					INS	URER(S) APPOI	IDING COVERAGE	NAIO #
					INSURE	na EMCAS	CO		21407
INSU	ireo				INBURER B. EMC Property & Casualty Company 25186				25186
	CDG, inc.							Ity Insurance Company	20443
	P O Box 278					no AL Self			
	Andalusia, AL 36420				INSURE	re: Crum &	Forster Spe	cialty Insurance Company	44520
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CO	<u>VERAGES</u> CER	TIFIC	ATE	NUMBER:	*******		enen manden aleman (etterale)	REVISION NUMBER:	OI (OX DITELORS
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	(Manidatory in NH)							E.L. DISEASE : EA EMPLOYEE S	1,000,000
Ċ	if yes, describe under DESCRIPTION OF OPERATIONS below Profess o nei Llabili		iation in an	AEH691880168		1/1/2024	1/1/2025	EL DISEASE - POLICY LIMIT \$ Ea Glaim/Policy Agg	5,000,000
-	Pollution Liability			CPL 114779		1/1/2024		Ea Claim/Policy Agg	5,000,000
l-a	r anduar miduality			m/4 m/ 21-91 T m		a) manama.	71. 11 MY MW	min minimus ciring tings	614.241334.2
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORO 101, Additional Remarks Schwiddle, may be attached it more space is required) imployer's Libbility: Carrier: Midwest Employers Casuality Co. Policy #PUAL 128001; policy, form Jan. 1, 2024 to Jan. 1, 2025 codity 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									
CE	RTIFICATE HOLDER		nandra waxayikadi njibidii Maqaa Niqosha Maraatan satayiyyed istaada	CANCELLATION					
Information					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	undimerion					AUTHORIZED REPRESENTATIVE STANDA WASTRONGEN			

ACORD 25 (2016/03)

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EXHIBIT 7: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Return to Office of Supplier Diversity Via email: archnique.kidd@cityofmobile.org

DBE Compliance P.O. Box 1948 DBE UTILIZATION REPORT Mobile, AL 36633								x 1948
CONTRACTOR: CDG, Inc.				Certified DBE:	YES	NO	Contract Start Date:	March, 2024
DESCRIPTION: Professiona	l Services - Elevati	ng Fuel Tank at 770 (Gayle Stree	t	***************************************		Estimated Completion	n Date: March, 2025
This report is for the month of: JAN APR (CHECK ONE): FEB MAY MARCH JUNE				JULY OCT AUG NOV SEPT DEC		FINAL		
Original Contract Amount		nt of Contract Changes orders or amendments)	N 10 200000	l Contract Amou	2007		ents to Date from ity of Mobile	OFFICE USE ONLY (Verification)
\$ 69,975.00	\$ NA		\$ \$69,97			\$ 0		
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation. DBE SUBCONTRACTOR DBE DESCRIPTION OF WORK DBE SUBCONTRACT AMOUNT DBE PAYMENTS TO DATE OFFICE USE ONLY								
MBA Structural Engineers	Professional Services	s - Structural Engineering	\$ ~5.000		\$ 0.00		\$ 0.00	(Verification)
WIDA Structural Engineers	T TOTOGOGIGHE GOTTION	, outdoord Engineering	\$		\$		\$	
			\$		\$		\$	
			\$		\$	*************	\$	
TOTALS			\$ ~5,000		\$ 0.00		\$ 0.00	
I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME. PRINT NAME: Lance A Armbrester SIGNATURE: Project Manager (Title) (Date)								
			DBE Utiliza	tion Report				



City of Mobile Ordinance

Sec. 14-2. - Participation by socially and economically disadvantaged contractors.

- (a) All contracts or agreements entered into by the city or any entity thereof for any service of any kind, whether by bid or otherwise, including but not limited to professional services and bond issues, shall make every reasonable effort to require that the contractor, firm or company to which any such contract is awarded must have at least fifteen (15) percent participation by socially and economically disadvantaged individuals, or the city shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged.
- (b) The city will hire a consultant to provide technical assistance and recommend regulations to the city to ensure every reasonable effort is made to implement this section.

(Ord. No. 65-020, §§ 1, 2, 11-6-85)



Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form. Via emai:Archnique.kidd@cityofmobile.org 251.208.7967 205 Government Street, 4th Floor

Bidders and Proposers - Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- · Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification <u>may</u> require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on Form 1), you are required to complete the "good faith effort" documentation on Form 2. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "DBEs": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About "Good Faith" Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

Page 1 of 5 Subcontractor/Supplier Plan



Contact Office of Supplier Diversity for questions on completing this form. Via emai:Archnique kidd@cityofmobile.org 251.208.7967 205 Government Street, 4th Floor

Subcontracting and Major Supplier Plan

Castion Inform	nation about your o	FORM 1: Background and Plan					
Company	CDG, Inc.	Many					
Address		11 W Court Square Andalusia, AL 36420					
Telephone	256-558-7964						
E-Mail	lance.armbres	ster@cdge.com					
RFP/RFQ Solicitation Number Project Description Elevating Fuel Tank at 770 Gayle Street Is your company a DBE company? Yes No X Work force demographics Male 150 Female 43 Minority 11 Non-minority 182 Vets 11 Total #of Employees 193							
Printed Name: Signature:	Lance Armbreste						
Title: Project The following for DBE partic Name: Krist	employee will be desipation and maintena	signated as the DBE Liaison for all communication regarding DBE participation including documentation ance of records of Good Faith Efforts for this contract award:					
E-mail:_ Phon	e: _Kristy.brown@c	edge.com 334-222-9431					
		Page 2 of 5					

Page 2 of 5 Subcontractor/Supplier Plan



Contact Office of Supplier Diversity for questions on completing this form.

Via emai:Archnique.kidd@diyofmobile.org 251.208.7967 205 Government Street, 4th Floor

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial

minority, or disabled military	veterans.					
RFP/RFQ/Bid #	Your Bid/P	roposal Amount \$_69,975.00		Date: 2	_/15	/_24_
Description Elevating Fue	Tank at 770 (Gayle Street				
Name of Bidder/Proposer: _	CDG, Inc.					WAY WOULD AND A STATE OF THE ST
Subcontractor or Major Supplier	Phone	tractors: (Attach additional pages if Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
MBA Structural Engineers	205-323-6385	Professional Services - Structural Engineering	~\$5,000	7.1%	Yes	
EE Group	256-413-7717	Professional Services - Electrical Engineering	~\$7,500	10.7%	No	

Page 3 of 5 Subcontractor/Supplier Plan



Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder:	CDG, Inc.			
Contact Person:	Lance Armbrester	Phone_	256-558-7964	Email_lance.armbrester@cdge.com
Please complet	e this form if you are unable to identify DBE subcor	ntractors	or suppliers to reach	15% of the value of your bid.

YES (ио (□)	Did you do these suggested areas for DBE recruitment and engagement
NA		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
Х		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
х		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.
Х		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.
NA		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
NA		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the City of Mobile Facebook page of other internet portals that are accessible to DBEs and/or potential subcontractors.
Х		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.

Page 4 of 5 Subcontractor/Supplier Plan



OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

Subcontracting and Major Supplier Plan

х	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
NA	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.
NA	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.
NA	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: 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.					

Page 5 of 5 Subcontractor/Supplier Plan

About OSD

Our Office

The Office of Supplier Diversity oversees certification, compliance, training, outreach and capacity building for the City of Mobile Equal Business Opportunity Programs. Anchored by the State and Local Disadvantaged Business Certification Program, the City's Equal Business Opportunity programs are designed to identify disadvantaged business enterprises (DBE), service-disabled veteran owned, woman owned business (WBE) and small businesses (SBE) according to discrete certification standards, and then to mitigate the effects of past and present social-disadvantage and economic-disadvantage by increasing the opportunity of DBEs in the procurement of goods and services by the City of Mobile.

The Office of Supplier Diversity does not employ set-asides for DBEs or promote the hiring of DBE firms that do not perform a commercially useful function. Instead, the office supports plans that allow DBE firms to receive their fair share of procurement opportunities based on their availability, competency, capacity and willingness to work with the City of Mobile. The office promotes strategies that foster an environment where prime contractors and DBE firms can form joint ventures, teaming agreements and mentor-protégé relationships to bid and perform successfully on City contracts when needed.

The Office of Supplier Diversity exists to help DBEs overcome challenges. The programs and services provided through the Office of Supplier Diversity are a direct response by the City of Mobile to help DBE firms overcome challenges while helping to build a better Mobile.

Our Mission

The Office of Supplier Diversity is dedicated to creating and implementing programs, policies and procedures that assist minority, women, service disabled veteran and small business with gaining greater access to procurement opportunities and resources to build competitively viable and sustainable businesses in and for the City of Mobile.

Our Vision

The Office of Supplier Diversity's vision is to develop a program that will deliver and capture value through supplier diversity.

Our Values

The Office of Supplier Diversity is committed to acting honestly and ethically in all our transactions and dealings. We are committed to treating everyone with whom we encounter fairly and respectfully. We are committed to acting thoughtfully and responsibly for the City and citizens of Mobile.

Our Key Objectives

The Office of Supplier Diversity will concentrate efforts on improving its effectiveness in four key areas:

- Increase the number of available and capable certified minority, women and disadvantaged owned firms for the City or Mobile
- Increase the number and the dollar amount of procurements with City of Mobile-certified DBE firms
- Improve compliance and monitoring of DBE participation on City of Mobile contracts
- Help the City of Mobile-certified DBE firms build more competitive and sustainable businesses for the benefit of the City and citizens of the City of Mobile.

Preference Awards:

The City of Mobile awards contracts to the lowest responsible bidders in competitive bidding processes prescribed by Alabama law. Section 41-16-50 of Alabama Code allows the City to establish competitive bid preferences for local businesses and certain other types of Alabama businesses. Here's how these preferences work:

- The Competitive Bld Law applies to the expenditure of funds for labor, services, work, for the purchase of personal property with at value of \$15,000 or more, and for the lease of personal property where the terms of the lease require payment of \$15,000 or more.
- State law authorizes local preferences for acquisitions under the Competitive Bid Law. Local preferences do not apply to contracts for improvements to public property under the Public Works Law.
- 3. Resident Responsible Bidders- The City may award a bid to a responsible bidder with a place of business within the City or its police jurisdiction if the bid is no more than 5% more than the lowest responsible bidder. The City may apply the 5% preference when the apparent lowest responsible bidder is located anywhere outside the City or its police jurisdiction.
- 4. Foreign Entities- A foreign entity is a business that does not have a place of business within the State.
- Preference for Resident Responsible Bidders against Foreign Entities- The City
 may award a bid to a responsible bidder with a place of business within the city
 or its police jurisdiction if the bid is not more than 10% more than the apparent
 lowest responsible bid submitted by a Foreign Entity.
- 6. Preference for Disadvantaged Businesses- The City may award a bid to a "qualifying" responsible bidder with a place of business anywhere in the State if the bid is not more than 10% more than the apparent lowest responsible bid from a Foreign Entity. For purposes of this preference, a "qualifying" responsible bidder is: (1)a woman-owned enterprise; (2) an enterprise of small business, as defined in Section 25-10-3; (3) a minority owned business enterprise; (4) a veteran-owned business enterprise; or (5) a disadvantaged-owned business enterprise.

Please note that the City is not allowed to use these preferences to award contracts for improvements to public property under the Public Works Law. For those contracts, the City may only award the contract to the lowest responsible bidder, and cannot show preference to local or disadvantaged businesses.

Summary of Preferences:

Local business has a 5% price preference over a lowest bidder that has a place of business in Alabama but not local to the City.

Local business has a 10% price preference over a lowest bidder that does not have a place of business anywhere in Alabama.

A small, woman-owned; minority-owned; veteran-owned; or disadvantaged owned business, that has a place of business in Alabama, has a 10% preference over a lowest bidder that does not have a place of business in Alabama.

City Discretion:

The City has the sole discretion whether to apply these preferences to a particular bid award, and to determine whether a responsible bidder meets the preference categories described above.

"Place of Business":

The City considers a "place of business" to be a specific location actually occupied, either continually or on a regular basis, by the owner or someone in the owner's employment. It should be a place where the public can engage in commercial transactions, or regular, routine operations are conducted by employees in furtherance of the business enterprise. An occasional use or occupation of a place for business purposes is not sufficient to constitute a place of business. Mere unimproved pieces of property used simply for storage, or locations that serve purposes primarily other than that single entity's "place of business," such as an individual's home or residence, or an an agent's or attorney's office who may represent multiple parties out of that specific location, do not qualify as a "place of business" for these purposes.

"Owned" means 51% or greater active ownership by a person or persons of the designated preference category.

Questions to be answered by all vendors (regardless of whether intending to claim a preference):

- 1. Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
- 2. If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.
- 3. Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

Ricardo Woods, City Attorney and Carleen Stout-Clark, Deputy Director, Real Estate Asset Mgmt

Sponsored by:

William S. Stimpson, Mayor and Councilmember William Carroll

Purpose and Scope of Project:

Authorize Amendment #2 to Contract with Goodwyn Mills Cawood, LLC For Master Plan Improvements at the Mobile Civic Center; Adding \$16,704,096.00

Amount of Contract:

3,018,067.00

Funding Source

Project # Mobile Civic Center - Improvements
Master Plan, C0690; CC-034D-22

Discretionary Funds

Project String 2000.2000.42200 Contract Number:4469

Budget Amendment REDUCE INCREASE 16,704,096.00 **Grant Funds Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/12/2024
CHANGE ORDER GMC AMENDMENT	Exhibit	3/12/2024
GMC Contract Amendment-02		3/12/2024
Letter GMC Design Change 11.27.23	Exhibit	3/12/2024
CCSS	Cover Memo	3/13/2024

REVIEWERS:

Department Reviewer Action Date

Real Estat	te Stout, Carleen	Approved	3/12/2024 - 4:21 PM
Capital	Rhodes, Brenda	Approved	3/13/2024 - 2:38 PM
Legal	Kern, Chris	Approved	3/13/2024 - 3:56 PM
Mayors Office	Barber, James	Approved	3/13/2024 - 4:11 PM

RESOLUTION - AMENDMENT

Sponsored by: Mayor 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 are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment Number 02 to Contract 4469, 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. Whereby, the sum of Sixteen Million Seven Hundred Four Thousand Ninety-Six Dollars (\$ 16,704,096.00) shall be added to the current contract amount of Three Million Eighteen-Thousand Sixty-Seven Dollars (\$3,018,067.00), with the new Agreement sum to be Nineteen Million Seven Hundred Twenty-Two Thousand One Hundred Sixty-Three Dollars (\$19,722,163.00). A copy of said contract is on file in the office of the City Clerk.

Name of Company:	GOODWIN MILLS CAWOOD, LLC
Project Name:	MOBILE CIVIC CENTER – IMPROVEMENTS MASTER PLAN
Project Number:	CC-034D-22
Amount:	\$ 16,704,096.00 (ADDITIONAL AMOUNT)
Adopted:	
City Clerk	_

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E Dept.	3032
DATE	OF REQUEST: 3/4/24
CHANGE ORDER: (when money is available in project's budge VENDOR NAME: GOODWYN MILLS CAWOOD, LLC	
DISTRICT#: 2 DEPT. PROJECT#: CC-034D-22	
REQUEST: Please Add \$\frac{16,704,096.00}{\text{from}}\$ from \$\frac{C0690 CIVIC CTR - IMPROVEMENTS MASTER PLAN}{\text{to contract#}\frac{4469}{\text{.}}}\$. Total amount of Change Order: \$\frac{16,704,096.00}{\text{.}}\$	Capital Project#/Title:
Current contract amount: \$\frac{3,018,067.00}{19,722,163.00}	
Comments: TO AMEND THE PROFESSIONAL SERVICES COMMENTAL SERVICES COMMENTAL WORK REQUIRED IN THE MODIFICATION OF THE MODIFICATIO	
DOCUMENTS AND THE CHANGE IN SCOPE OF SERVICE LETTER DATED NOVEMBER 27, 2023, ATTACHED HERET	
(Aladai) Li	OL MALL

Approval signature

Created by B. Rhodes 3/15/2022

Employee signature



Amendment to Professional Service Agreement for Mobile Civic Center – Improvements Master Plan Goodwyn Mills Cawood, LLC Contract 4469 Amendment Number 02

In accordance with the terms and conditions of the Standard Form of Agreement Between Owner and Architect, dated June 6, 2023.

BETWEEN the Owner: The City of Mobile 205 Government St. Mobile, AL 36633

and the Architect:
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602

For the following Project: Mobile Civic Center – Improvements Master Plan 401 Civic Center Drive Mobile, Alabama 36602 Project #: CC-034D-22

Capital Project # & Name: C0690 Mobile Civic Center – Improvements Master Plan

Contract #: 4469 Vendor#: 276184

Consultant and Owner, for the consideration set out herein, hereby agree to the following revisions.

Article 1, Paragraph 1.2 of the Agreement states that "The Owner and Architect may rely on the initial information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information."

Article 3 (Scope of Architect's Basic Services), Paragraph 3.2.3 of the Agreement states that "The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner

alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project."

Based upon the concept design information, interim cost estimates, and recommendations prepared by Goodwyn Mills Cawood, LLC (GMC) in accordance with Articles 1 and 3 of the Agreement and the written Scope Change Directive provided to GMC by the City of Mobile on November 27, 2023, the City of Mobile hereby Amends the Agreement as follows.

Whereas, The Owner and Consultant wish to amend the Agreement for additional work required in the modification of design documents and the change in scope of services pursuant to the letter dated November 27, 2023 attached hereto.

The current Agreement Sum (inclusive of Amendment 01) of Three Million Eighteen-Thousand Sixty-Seven Dollars (\$3,018,067.00) shall be increased by Sixteen Million Seven Hundred Four Thousand Ninety-Six Dollars (\$16,704,096.00). Therefore, the new Agreement Sum shall be Nineteen Million Seven Hundred Twenty-Two Thousand One Hundred Sixty-Three Dollars (\$19,722,163.00).

Whereas, The Owner authorizes GMC to expend up to Twelve Million Eight Hundred Twenty-Four Thousand Four Hundred Two Dollars (\$12,824,402.00) to complete a 60% design for a new Civic Center to include the Deliverables as set forth below with Deliverable due dates.

- 1. New Civic Center 60% Design to include 55% Construction Documents due July 31, 2024.
- 2. Existing Civic Center, Theater, and Expo Hall Demolition Bid Package due May 31, 2024.
- 3. Site Master Plan Civil Design to include roads, existing utility relocations, and new utility trunk lines and ductbank construction due June 30, 2024.

GMC shall not be held accountable for the above specified due dates if the schedule is delayed as a result of actions or failure to act in a timely manner by the City of Mobile Government entities or public utilities whose actions GMC has no control over.

GMC shall not exceed the amount of Twelve Million Eight Hundred Twenty-Four Thousand Four Hundred Two Dollars (\$12,824,402.00) or perform work beyond the 60% design deliverables specified above without written authorization from the Owner.

Whereas, The Owner and Consultant further agree that this Amendment 02 does not obligate the Owner to compensate GMC for any services beyond the 60% design deliverables specified above unless authorized by written authorization from the Owner, and the Owner reserves the right to cancel the Agreement in accordance with the terms of the Original Agreement dated June 6, 2023.

City of Mobile:	Goldsultant:
Signature	Signature
William S. Stimpson	Yann D. Cowart
Mayor, City of Mobile	Vice President, Goodwyn Mills Cawood, LLC
	3.6.2024
Date	Date
Attest:	
City Clerk	

November 27, 2023

Goodwyn Mills Cawood, LLC Attn: Yann Cowart 11 North Water Street Suite 15250 Mobile, AL 36602



Subject:

Contract 4469, Change of Design Concept and Basis of Design for City of Mobile

Civic Center Master Plan Redevelopment.

Article 1, Paragraph 1.2 of the Contract states that "The Owner and Architect may rely on the initial information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information."

Article 3 (Scope of Architect's Basic Services), Paragraph 3.2.3 of the Contract states that "The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project."

Based upon the concept design information, interim cost estimates, and recommendations prepared by Goodwyn Mills Cawood, LLC (GMC)/Populous and Volkert, Inc. in accordance with Articles 1 and 3 of the Contract, the City of Mobile hereby directs GMC/Populous to stop work on the "SHIFT" scheme design as stated in Article 1 (Initial Information), Paragraph 1.1.2 for the renovation of the existing Civic Center Arena and Theater also referred to as the "Current Path" and "Option A" in the interim cost estimates.

The City of Mobile hereby directs GMC/Populous to complete a schematic design for "Option E", Demolition of Existing Civic Center and Design and Construction of a New Civic Center without a Theater.

GMC/Populous is further directed to submit an invoice for services through and including the presentation to the Mobile City Council on 21 November 2023.

GMC/Populous shall notify the Program Manager, Sam Matheny of Volkert, Inc., of any impacts to the cost of services and/or schedule of services resulting from the above direction.

Sincerely,

James A. DeLapp Executive Director

Public Works

CF: James Barber, Chief of Staff
Ricardo Woods, City Attorney
Jim Swords, Principal, Populous
Leon Barkan, President, Volkert
Sam Matheny, Program Manager, Volkert

November 27, 2023

Goodwyn Mills Cawood, LLC Attn: Yann Cowart 11 North Water Street Suite 15250 Mobile, AL 36602



Subject: Contract 4469, Change of Design Concept and Basis of Design for City of Mobile

Civic Center Master Plan Redevelopment.

Article 1, Paragraph 1.2 of the Contract states that "The Owner and Architect may rely on the initial information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information."

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Sincerely,

James A. DeLapp Executive Director

Public Works

CF: James Barber, Chief of Staff
Ricardo Woods, City Attorney
Jim Swords, Principal, Populous
Leon Barkan, President, Volkert
Sam Matheny, Program Manager, Volkert

CAPITAL CONTRACT SUMMARY SHEET (2 COPIES REQUIRED)

CONTRACT#

PROJECT NAME: CIVIC CTR - IMPROVEMENTS MASTER PLAN			
-2000.2000.	42200		
PROJECT # CO 6 90 - 2000. 2000.	OF RECEIPT		
PROJECT DESCRIPTION AMEND #2 PRO	F SERV CONTRACT ADD'L WORK		
REQ'D MODIFICA DESIGN AND CH	HANGE IN SCOPE OF SERVICES		
CONTRACT AMOUNT \$16,704,096 - I	NCREASE		
VENDOR NAME GOODWYN MILLS CAWO	OD, LLC (CONTRACT 4469)		
VENDOR NUMBER 276184			
DEPTPR	NE ARCHITECTURAL ENGINEERING		
DEPT # DEPT NAN	AE ARCHITECTURAL ENGINEERING		
CONTRACT ADMINISTRATOR CARLEEN STREEL ES Please Select by circling one (Type):	TATE ASSET MANAGEMENT		
Architectural Engineering Te	esting Professional Services		
Construction (Unit Price)* Construction** No	on Contractual		
Performance-Contributed Contractual			
RETAINAGE INFORMATION:			
SHOULD RETAINAGE BE WITHHELD? Y different, indicate special rate	N <u>×</u> ; 5% of the 1 st 50% or If		
*Unit Price Contracts are estimates per F.	Kessler - do not require Change Orders		
**General Construction requires Change C	order for 10% overages.		
Prepared by: Shonda Ruis			

Revised 11/14/2019 Marilyn McMillan



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Ben Reynolds

Purpose and Scope of Project:

To approve contract for engineering and construction inspection services.

Amount of Contract:

\$80,000.00

Funding Source

Project # C0724 Discretionary Funds
Project String 2000.2000.48020 Contract Number:4912

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date Engineering Services Cover Memo 3/12/2024

REVIEWERS:

Departme	nt Reviewer	Action	Date
Engineerin	ng Amberger, Nick	Approved	3/12/2024 - 12:49 PM
Capital	Rhodes, Brenda	Approved	3/12/2024 - 1:03 PM
Legal	Kern, Chris	Approved	3/12/2024 - 3:15 PM
Mayors Office	Barber, James	Approved	3/13/2024 - 10:33 AM

CAPITAL CONTRACT SUMMARY SHEET (2 COPIES REQUIRED)

CONTRACT#

PROJECT NAME: Cyp	ress Shores Drain	age Improvements	S CEI COM Project: 2022-3005-0
PROJECT #: <u>C0724</u>	DA	TE OF RECEIPT:	
PROJECT DESCRIPTION	ON: Engineering a	and construction in	spection services.
CONTRACT AMOUN	IT: <u>\$80,000.00</u>		
VENDOR NAME: M	cCrory & Williams	s, Inc.	
VENDOR NUMBER:	132093		
DEPT #: <u>3005</u>	DEPT	NAME: Engineer	
CONTRACT ADMINIS	TRATOR: Nick Am	berger	(V)
Please Select by circl	ing one (Type):		
Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)	* Construction**	ROW (Acquisitions)
Performance-Contribute	d Contractual	Non Contractua	
RETAINAGE INFORM	ATION:		
SHOULD RETAINAGE different, indicate spe			f the 1 st 50% or If
*Unit Price Contracts	s are estimates pe	er F. Kessler - do no	t require Change Orders
**General Construct	ion requires Chan	ge Order for 10% o	verages.
Prepared by: Jessi	ca White	Date	3/12/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Councilman Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to

execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and

between the City of Mobile and the company listed below, for work as outlined in the

contract attached hereto and made a part hereof as set forth in full, subject to the company

signing the contract and furnishing the required bonds and insurance. A copy of said

executed contract will be on file in the office of the City Clerk.

Name of Company:

McCrory & Williams, Inc.

Project Name:

Cypress Shores Drainage Improvements CEI

COM Project#2022-3005-09

Estimated Cost:

\$80,000.00

Adopted:

City Clerk

173



CYPRESS SHORES DRAINAGE IMPROVEMENTS CEI

PROJECT NO. 2022-3005-09

ENGINEER:

McCRORY AND WILLIAMS, INC.



STATE OF ALABAMA CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of ______, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and McCRORY AND WILLIAMS, INC. (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **McCRORY AND WILLIAMS**, **INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the Construction Phase as set out in Section III.

PROJECT – Cypress Shores Drainage Improvements, City of Mobile Project No. 2022-3005-09. This is for construction engineering and inspection of ditch and drainage improvements along Canal Dr., Canal Circle East and West, and Canal Parkway. (See Exhibit A for approximate locations). The professional engineering services may include construction inspection services as directed by the CITY ENGINEER.

PROJECT ENGNEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

A. CONSTRUCTION PHASE

1. Quality Assurance

a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain onsite a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. Omit
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services, as required.
- c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY, as required.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use

by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

- b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT, as required.
- d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report, Progress Report for the month, and shall be submitted in e-Builder.
- h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

- i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
- j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.
- I. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

- b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..
- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.
- C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

- 1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform construction phase services in accordance with Section III.A of this CONTRACT. Payment for work performed in Section III.A of this CONTRACT shall not exceed \$75,5000.00 (Seventy-Five Thousand Dollars and Zero Cents).
 - b. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$75,000.00 (Seventy-Five Thousand Dollars and Zero Cents).

c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

- 1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$5,000.00 (Five Thousand Dollars and No Cents).
- 2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$80,000.00 (Eighty Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. <u>INSURANCE</u>- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease

\$1,000,000 policy limit

Bodily Injury by Disease

\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

	By:
	William S. Stimpson Mayor
ATTEST:	·
By: Its City Clerk	
Print:	
ST	
	McCRORY AND WILLIAMS, INC.
	By: Carah Vuncamor
	Print: CARAH VUNCANION
	Its: PRESIDENT
	Address: 3207 NTERNATIONAL DR., SUITE G
	MOBILE, AL 36606
	Telephone: <u>151-476-4740</u>
STATE OF ALABAMA CITY OF MOBILE	
I, MADY JAVE DONGHUE, a Notary Purcertify that CARAN VILLER WAY I	blic in and for said State and County, hereby, whose name as
McCRORY AND WILLIAMS, INC. is signed to	
to me acknowledged before me on this day, that	
the conveyance, he as such officer and with full	authority, executed the same voluntary
on the day the same bears date.	2 A M
Given under my hand and notarial seal of the seal of t	Many Jan Den 2024. Mory Jan Den 2024. NOTARY PUBLIC My Commission Expires:

EXHIBIT A: PROJECT LOCATION

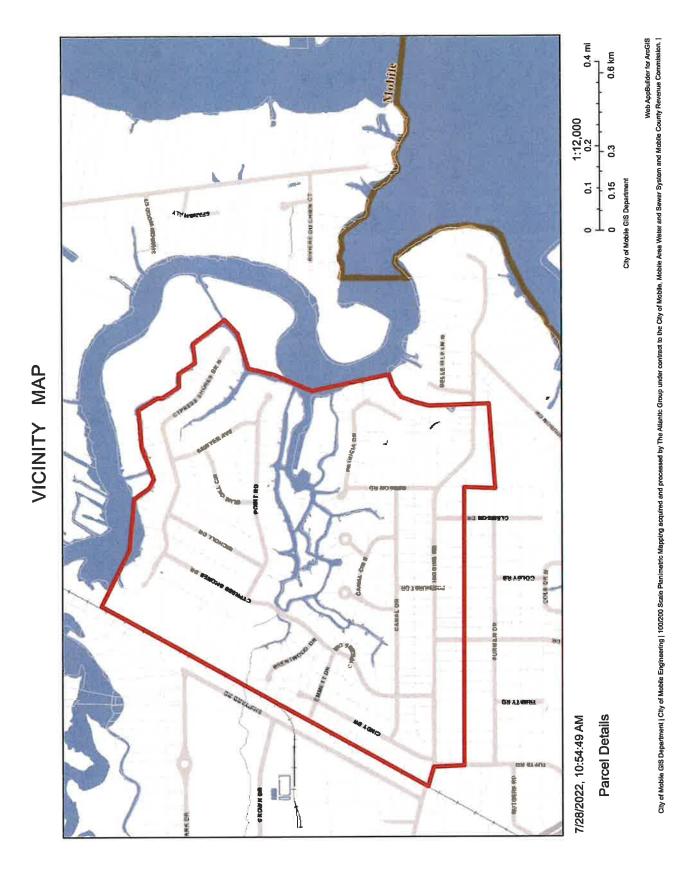


EXHIBIT B: PROJECT ESTIMATE

<u>PROJECT</u> – (See Exhibit A for location.) Cypress Shores Drainage Improvements, City of Mobile Project No. 2022-3005-09.

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be \$1,622,268.00 [One Million Six Hundred Twenty-Two Thousand Two Hundred Sixty-Eight Dollars and No Cents].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (Construction Phase and Additional Services) to be paid the ENGINEER shall not exceed \$80,000.00 [**Eighty Thousand Dollars and No Cents**], unless authorized by the CITY.

CITY DISTRICT: District 4

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES



HOURLY RATE SCHEDULE 2024

PRINCIPAL	\$170.00 PER HOUR
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$155.00 PER HOUR
PROJECT ENGINEER / SENIOR ENGINEER	\$145.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	\$140.00 PER HOUR
ENGINEER	\$125.00 PER HOUR
ENGINEERING INTERN / SENIOR ENGINEERING TECHNICIAN	\$105.00 PER HOUR
SENIOR CADD TECHNICIAN / EASEMENT TECHNICIAN	\$85.00 PER HOUR
ENGINEERING TECHNICIAN	\$100.00 PER HOUR
SENIOR SURVEY TECHNICIAN	\$85.00 PER HOUR
SURVEY TECHNICIAN / SURVEY CADD TECHNICIAN	\$70.00 PER HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$95.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	\$80.00 PER HOUR
SURVEY CREW 2-MAN CREW 3-MAN CREW 4-MAN CREW 5-MAN CREW	\$135.00 PER HOUR \$165.00 PER HOUR \$185.00 PER HOUR \$220.00 PER HOUR \$65.00 PER HOUR
MILEAGE	\$.655 PER MILE

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Project Review & Investigation	\$ 2,500.00
Construction Phase	\$72,500.00
Base Contract Amount	\$ 75,000.00
Additional Services (If requested in writing by the City Engineer)	\$ 5,000.00
Total Contract Amount including Additional Services	\$ 80,000.00

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items, if applicable, must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - o Advertisement for Bids
 - o Instructions to Bidders
 - o Contractor Proposal
 - o Contractor Bid Bond
 - o Contractor Labor & Materials Bond
 - o Contractor Performance Bond
 - o Certificate of Contractor's & Subcontractor's Insurance
 - o Special Provisions
 - o Articles of Agreement
 - o Supplemental Specifications
 - o PROJECT Sign Detail
 - o Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - o Documents showing final quantities & payment
 - o Product Specifications, if applicable
- All Haul Tickets
 - o Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports, if applicable
- CADD files of drawings, if applicable
- Pdf's of drawings, if applicable

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORDO CERTIFICATE OF LIA	BILITY INSURANCE	(NDAFDD/YYYY)
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	EXTEND OR ALTER THE COVERAGE AFFORDED BY THE A CONTRACT BETWEEN THE ISSUING INSURER(S), A	E POLICIES UTHORIZED
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the If SUBROGATION IS WAIVED, subject to the terms and conditions of the this certificate does not confer rights to the certificate holder in lieu of si	e policy, certain policies may require an endorsement. A s	e endorsed. statement on
PRODUCER	CONTACT	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
	E MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
RSURFD	INSURER A:	
RSURCED	INSURER B:	
	INSURER C:	
	INSURER E:	
	INSURER F:	
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE INSE! INDIFICURE.	OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL BEEN REDUCED BY PAID CLAIMS.	WHICH THIS
INSR TYPE OF INSURANCE ADDITION W/D POLICY NUMBER COMMERCIAL GENERAL LIABILITY	- Production and Programme Control of the Control o	
CLAIMS-MADE OCCUR	DAMAGE TO RENTED	
CDAIMS-MADE COCCUR	MED.EXP (Arry one person) \$	
	SONAL & ADVINGURY S	
GENL AGGREGATE LIMIT APPLIES PER:	GENERALAGGREGATE \$	
POLICY PRO- LOC	CUCTS - COMPIDE AGG S	
OTHER	5	
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident)	
ANY AUTO	BODILY INLURY (Per person) \$	
OWNED AUTOS ONLY HIRED MON-OWNED	BODILY INJURY (Per abident) 5 PROPERTY DAMAGE 5	
AUTOS ONLY AUTOS ONLY	(Fer accident)	
UMBRELLALIAB OCCUR	EACH OCCURRENCE 3	
- Superature	AGGREGATE \$	
DED RETENTIONS	ACCURATE S	
WORKERS COMPENSATION	STATUTE OTH-	
AND EMPLOYERS' LIABILITY ANY PROFILE TO PARTIE FLAT ELECUTIVE OFFICE PLANS AND ENGLISHMENT OF THE PARTIE OF THE	EL EACH ACCIDENT S	
(Mandatory in NH)	EL DISEASE - EA EMPLOYEE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below	EL DISEASE-POLICY LIMET 5	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu	de, may be attached if more space is required)	
Project Name: Project Number: 20xx-3005-xx City of Mobile is included as an Additional Insured in respect to all policies (excoverage shall be Primary and Non-contributory. Waiver of Subrogation applies Cancellation, non-renewal or material change shall apply (except 10 days for no	in favor of City of Mobile with respect to all policies. Thirty (30) t	cable), which Day Notice of
CERTIFICATE HOLDER	CANCELLATION	
City of Mobile	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DACCORDANCE WITH THE POLICY PROVISIONS.	
P.O. Box 1827 Mobile, Alabama 36633-1827	AUTHORIZED REPRESENTATIVE	

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/04/2024

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 Lad Drago	
State Farm	Lad Drago Insurance and Financial Services	NAME: Late Diago PHONE (A/C, No, Ext): 251-626-1237 (A/C, No): 251-24	13-4174
	7623 Spanish Fort Blvd	E-MAIL ADDRESS: lad@laddragoinsurance.com	
	Spanish Fort, AL 36527	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: State Farm Mutual Automobile Insurance Company	25178
INSURED		INSURER B: State Farm Fire and Casualty Company	25143
N	lcCrory & Williams Inc	INSURER C:	
3207 International Drive Suite G		INSURER D:	
N	lobile, AL 36606	INSURER E:	
		INSURER F:	
COVERACES	CERTIFICATE NUMBER	DEVICION NUMBER	

OVERAGES 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.

NSR LTR	TYPE OF INSURANCE	ADD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
_	CLAIMS-MADE X OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 1,000,000 \$ \$ 5,000
В	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOC	Y	Y	93-B1-Y007-7	08/08/2023	08/08/2024	PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 2,000,000 \$ 2,000,000
	OTHER:						COMBINED SINGLE LIMIT	\$
	AUTOMOBILE LIABILITY			214 0201-B21-01	08/21/2023	08/21/2024	(Es accident)	s 1,000,000
	ANY AUTO OWNED SCHEDULED	.,	,,	091 4410-D01-01	10/01/2023	10/01/2024	BODILY INJURY (Per person)	\$
Α	AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY	Y	Y	070 7349-C10-01	09/10/2023	09/10/2024	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$
				104 9709-C03-01U	09/03/2023	09/03/2024		\$
	WINDERLA LIAB X OCCUR						EACH OCCURRENCE	\$ 5,000,000
В	EXCESS LIAB CLAIMS-MADE DED RETENTION \$			93-38-0297-8	08/08/2023	08/08/2024	AGGREGATE	s 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH-	\$
В	OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A		93-C3-N402-6	08/08/2023	08/08/2024	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000 \$ 1,000,000
	Ìf yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Α	AUTOMOBILE LIABILITY Autos (Additional Policies)	Υ	Υ	413 5975-D10-01 & 3926159	10/10/2023	10/10/2024	Combined Single Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Description: Cypress Shores Drainage Improvements CEI; Project No. 2022-3005-09

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER	CANCELLATION
City of Mobile	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
PO Box 1827	AUTHORIZED REPRESENTATIVE
Mobile, AL 36633-1827	Completed by an authorized State Farm representative. If signature

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2024

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).

- 1111	s certificate does not comer rights to	uie c	CILIII	cate floider in fied of such		-				
PROD	UCER				CONTAC NAME:	Jackie Mu	rk			
RSC Insurance Brokerage, Inc.				PHONE (A/C, No, Ext): FAX (A/C, No):						
2081 Columbiana Road				(A/C, No, Ext): (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com						
						INS	SURER(S) AFFOR	DING COVERAGE		NAIC#
Birmi	ngham			AL 35242	INSURE	Daarley		ince Company, Inc.		16510
INSUR	ED				INSURE	RB:				
	McCrory & Williams, Inc.				INSURE	RC:				
	3207 International Dr.				INSURE	RD:				
	Suite G				INSURE	RE:				
	Mobile			AL 36606	INSURE	R F :				
cov	ERAGES CER	TIFIC	ATE	NUMBER:			1	REVISION NUMBER:		
	IS IS TO CERTIFY THAT THE POLICIES OF I	NSUR	ANCE	LISTED BELOW HAVE BEEN	ISSUED	TO THE INSUF	REDNAMEDA	BOVE FOR THE POLICY PER	IOD	
CE	DICATED. NOTWITHSTANDING ANY REQUIR RTIFICATE MAY BE ISSUED OR MAY PERTA CLUSIONS AND CONDITIONS OF SUCH PO	AIN, T	HEINS	SURANCE AFFORDED BY THE	POLIC	ES DESCRIBE	DHEREIN IS S	MITH RESPECT TO WHICH TI UBJECT TO ALL THE TERMS,	HIS	
INSR		ADDL	SUBR					LIMITS	e .	
LTR	COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)			
ŀ	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
Ī								MED EXP (Any one person)	\$	
ı								PERSONAL & ADV INJURY	\$	
ı	GENL AGGREGATE LIMIT APPLIES PER:						1	GENERAL AGGREGATE	\$	
ı	PRO-							PRODUCTS - COMP/OP AGG	\$	
ŀ	OTHER:						ĺ	TROBESTO - SOMITION ASS	\$	
-	AUTOMOBILE LIABILITY			-				COMBINED SINGLE LIMIT	\$	
ŀ	ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$	*
H	OWNED SCHEDULED							BODILY INJURY (Per accident)	\$	
ŀ	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE	\$	
ŀ	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
-	UMBRELLA LIAB OCCUR	-	_		_					
ŀ	- FYCESS LIAB - CCCCIN							EACH OCCURRENCE	S	
- 1	CLAINIS-INADE							AGGREGATE	\$	
-	DED RETENTION \$ WORKERS COMPENSATION							I PER I TOTH	\$	
	AND EMPLOYERS' LIABILITY Y/N							PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE DFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
- 1	Mandatory in NH) f yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
_	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
	Professional Liability		Y	C19478230901		08/08/2023	08/08/2024	Each Claim	\$2.0	00,000
A			1	C19476230901		06/06/2023	06/06/2024			
								Aggregate	φ 2, 00	00,000
Proje	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE ct: Cypress Shores Drainage Improvemen ct No.: 2022-3005-09	` '		01, Additional Remarks Schedule,	may be a	ttached if more sp	pace is required)			
-										
	er of Subrogation applies in favor of City of ((30) Day Notice of Cancellation, non-rene			arial change shall annly (eyee	nt 10 da	ve for non-pays	ment)			
	e provisions must be required and accepted						nenty.			
		•								
CER	TIFICATE HOLDER				CANC	ELLATION				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					BEFORE					
	P.O. Box 180249				AUTHORIZED REPRESENTATIVE					
	Mobile			AL 36618-0249	1		Mich	444		

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EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared <u>BARAH VUNCANNON</u> (affiant) who, being duly sworn says as follows:
President/CEO of McCRORY & WILLIAMS, Ne.
As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as for for for the employment, or continue to employ an unauthorized alien.
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. McCropy \$\xi\$
I further attest that said <u>Williams</u> (we is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 531538
Carabylincanne
CEO of McCDORY & WILLIAMS, NE.
Sworn to and subscribed before me this the $\frac{\sqrt{34}}{2}$ day of $\frac{\sqrt{3024}}{2}$.
I certify that the affiant is known to me to be the identical party he or she claims to be.
Signature and Seal of Notary Public
PUBLIC WE



	McCrory & Williams, Inc.
Entity ID Number	000-038-882
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	09/09/1975
Registered Agent Name	WILLIAM E. WILKERSON
Registered Office Street Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Registered Office Mailing Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Nature of Business	CONSULTING ENGINEERS
Capital Authorized	\$11,000
Capital Paid In	\$2,000
	Incorporators
Incorporator Name	MCCRORY, WILLIAM C
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	WILLIAMS, RICHARD J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCCRORY, MARY PEAVY
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
	Annual Reports
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
	Transactions
Transaction Date	06/10/1977
Legal Name Changed From	McCrory & Associates, Incorporated
Transaction Date	12/15/1997
Registered Agent Changed From	* Added
Transaction Date	04/19/1999
Capital Amounts Changed From Transaction Date	\$1,000 Authorized \$1,000 Paid In
Miscellaneous Filing Entry	04/19/1999
Transaction Date	CANCELLATION OF REACQUIRED SHARES
Registered Agent Changed From	08/17/2021 WILLIAMS, RICHARD J 2477 COMMERCIAL PARK DR MOBILE, AL 36606
	Scanned Documents
	Purch. Document Copies
Document Date / Type / Pages	12/15/1997 Registered Agent Change 3 pgs.
Document Date / Type / Pages	04/40/4000
Document Date / Type / Pages	
Document Date / Type / Pages	04/19/1999 Miscellaneous Entry 2 pgs. 08/17/2021 Registered Agent Change 2 pgs.
	VOLITZOGE REPISIEREN ADERT CHANDE 7 NO

Browse Results

New Search



REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 20	022-3005-09	
Project Description Cypress Sho	ores Drainage Impr	
By City of Mobil	e Department/ Division/ Offi	ce/Unattached Board
waived on the abo	pation goal, pursuant to Or ove-referenced project for t attached any supporting do	dinance of the City Charter and Policy, be the following reason(s):
Waiver requested due to the nature of	the work. This contract is f	for Construction Inspection only.
The tasks are specialized and small en	ough to not warrant the use	of sub-consultants.
	.77	
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contract amount = \$80,000.00		
	THE RESERVE AND ASSESSED ASSESSED.	the transfer of the Control of the C
Nick Amberger		
Requested By (Department Director)		
TAIL A	City Engineer	3/6/24
(Signature)	(Title)	(Date)
251-208-7426	•	. ,
Telephone Number		nberger@cityofmobile.org
Archnique Kidd	Email Ad	dress
Reviewed By (Office of Supplier Diversity)		
Archnique Kidd	Supplier Diversity Mana	ger 3/8/2024
(Signature)	(Title)	(Date)
Approved By (CAO)		The state of the s





THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and McCrory & Williams, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

- 1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
- 2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
- 3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

E-Verify



Company ID Number: 521538

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

- 4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

- 1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:
 - · Automated verification checks on employees by electronic means, and
 - · Photo verification checks (when available) on employees.
- 2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
- 4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.
- 6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and





Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

- 7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
- 3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
- 4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
- 5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that
- contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9
- process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer
 - should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

E-Verify



Company ID Number: 521538

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

- 6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
- 7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.
- 8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

E-Verify



Company ID Number: 521538

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

- 9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-





Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

- 12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- 14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

- 1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
- a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
- b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
- c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States.

Page 6 of 13 | E-Verify MOU for Employer | Revision Date 09/01/09





whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

- d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with





Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-todate and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
- 2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

Page 8 of 13 | E-Verify MOU for Employer | Revision Date 09/01/09





determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
- 2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
- 5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - · Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (paid for at employer expense).
- 7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Page 9 of 13 | E-Verify MOU for Employer | Revision Date 09/01/09





ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

- B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

E-Verify



Company ID Number: 521538

- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.
- H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.





To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer McCrory & Williams, Inc.

Teresa Dorriety

Name (Please Type or Print)

Title

Electronically Signed

03/16/2012

Signature

Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

03/16/2012

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: McCrory & Williams, Inc.

Company Facility Address: 3207 International Drive, Suite G

Mobile, AL 36606

Company Alternate Address:

County or Parish:

MOBILE

Employer Identification

Number:

630697109

Page 12 of 13 | E-Verify MOU for Employer | Revision Date 09/01/09





North American Industry Classification Systems

541 Code:

Administrator:

Number of Employees:

20 to 99

Number of Sites Verified

2 for:

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA

2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:

Teresa B Dorriety

Telephone Number: E-mail Address:

(251) 476 - 4720

tdorriety@mcwinc.com

Fax Number:

(251) 476 - 4721



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

Ricardo Woods, City Attorney and Carleen Stout-Clark, Deputy Directory, Real Estate Asset Mgmt

Sponsored by:

William S. Stimpson, Mayor and Councilmember William Carroll

Purpose and Scope of Project:

Authorize Amendment #1 to Contract with Volkert, Inc. for CIV CTR PROJ MGMT/SITE DESIGN/UTI RE at the Mobile Civic Center; Adding \$ 5,577,031.00

Amount of Contract:

945,259.47

Funding Source

Project # CIV CTR PROJ MGMT/SITE DESIGN/UTI RE, C0865; CC-034D-22 **Discretionary Funds**

Project String 2000.2000.42200 Contract Number:4579

Budget Amendment REDUCE INCREASE 5,577,031.00 **Grant Funds Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/12/2024
CHANGE ORDER VOLKERT AMENDMENT	Exhibit	3/12/2024
VOLKERT CONTRACT AMENDMENT 01	Exhibit	3/12/2024
CCSS	Cover Memo	3/13/2024
REVISED resolution	Cover Memo	3/14/2024

REVIEWERS:

Department Reviewer Action Date

Real Estate	e Stout, Carleen	Approved	3/12/2024 - 3:40 PM
Capital	Rhodes, Brenda	Approved	3/13/2024 - 2:30 PM
Legal	Kern, Chris	Approved	3/13/2024 - 3:32 PM
Mayors Office	Barber, James	Approved	3/13/2024 - 4:11 PM

RESOLUTION – AMENDMENT

Sponsored by: Mayor 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 are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment Number 01 to Contract 4579, 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. Whereby, the sum of Five Million Five Hundred Seventy-Seven Thousand Thirty-One Dollars (\$5,577,031.00) shall be added to the original contract amount of Nine Hundred Forty-Five Thousand Two Hundred Fifty-Nine Dollars and Forty-Seven Cents (\$945,259.47), with the new Agreement sum to be Six Million Five Hundred Twenty-Two Thousand Two Hundred Ninety Dollars and Forty Seven

Cents (\$6,522,290.47). A copy of said contract is on file in the office of the City Clerk.

Name of Company:	VOLKERT, INC
Project Name:	CIV CTR PROJ MGMT/SITE DESIGN/UTI RE
Project Number:	CC-034D-22
Amount:	\$ 5,577,031.00 (ADDITIONAL AMOUNT)
Adopted:	
City Clerk	_

CHANGE ORDER REQUEST FORM

TO FINANCE DEPT. 2500- FROM A/E Dept.	DEPT. 3032
	DATE OF REQUEST: 3/4/24
CHANGE ORDER: (when money is available in project VENDOR NAME: VOLKERT, INC. DISTRICT#: 2 DEPT. PROJECT#: CC-034D-22	t's budget; from project to contract) 227500
REQUEST: Please Add \$ 5,577,031.00 C0865 CIV CTR PROJ MGMT/SITE DESIGN/UTI RE	
Total amount of Change Order: \$\frac{5,577,031.00}{200.0000000000000000000000000000000	
Revised contract amount: \$ 6,522,290.47 Comments: TO AMEND THE PROFESSIONAL SERVI	

PROGRAM MGT. SERVICES TO INCLUDE THE EXPANDED PROGRAM SCOPE,
ESTIMATED PROGRAM DURATION, AND PROFESSIONAL PROGRAM MANAGEMENT FEE

Employee signature

Approval signature



Amendment to Agreement for Professional Program Management Services

Volkert, Inc. Contract 4579 Amendment Number 01

In accordance with the terms and conditions of the Agreement Between Owner and Program Manager, dated August 29, 2023.

BETWEEN the Owner: The City of Mobile 205 Government St. Mobile, AL 36633

and the Program Manager: Volkert, Inc. 11 North Water Street, Suite 18290 Mobile, Alabama 36602

For the following Project: Mobile Civic Center – Improvements Master Plan 401 Civic Center Drive Mobile, Alabama 36602

Project #: CC-034D-22

Capital Project # & Name: C0865 Civ Ctr Prj Man/Site Design/Uti Re

Contract #: 4579 Vendor#: 227500

WHEREAS, the original Agreement for Professional Program Management Services Between City of Mobile (City) and Volkert, Inc. (Program Manager) dated August 30, 2023 was executed on or about August 30, 2023, and

WHEREAS, Article 1.1 of the original agreement defined the Program to consist of the construction of Project CCI ("commercial office building, parking deck and renovation of the Mobile Civic Center"), and

WHEREAS, Article 4.1.1 of the original agreement states the initial term of the contract shall be for nine (9) months for a total compensation sum of \$945,259.47, and

WHEREAS, Article 4.3 of the original agreement states that the Program Manager's Compensation shall be equitably adjusted up or down in the event of any changes to the Basic Services, the Program, the Estimated Program Duration, or any other event or circumstance beyond the reasonable control of Program Manager, and

WHEREAS, Article 5.1 of the original agreement states that the Initial Program Duration is nine (9) consecutive calendar months, and that the City shall have the option of extending the term of the agreement, and that the Program Manager shall be compensated for Basic Services beyond the original nine (9) month Estimated Program Duration, and

WHEREAS, the City seeks to expand the scope of the Program from construction of the commercial office building, the parking deck and renovation of the Mobile Civic Center to include demolition of the existing Civic Center, construction of a new Civic Center facility, and Master Plan civil and utility construction, and

WHEREAS, the Estimated Program Duration is now anticipated to extend an additional forty-five (45) months beyond the original nine (9) month term to a total Estimated Program Duration of fifty-four (54) months, and

WHEREAS, the increased scope and duration of the Program will result in an increase of the total compensation for Professional Program Management services from nine hundred forty five thousand two hundred fifty nine dollars and forty seven cents (\$945,259.47) to six million five hundred twenty two thousand two hundred ninety dollars and forty seven cents (\$6,522,290.47), and

WHEREAS, the City seeks to exercise its option to extend the original Agreement for Professional Program Management Services to include the expanded Program scope, Estimated Program Duration, and Professional Program Management fee,

NOW THEREFORE this Amendment Number 01 adopts the following, and amends all previous Agreements and Amendments between the parties as follows:

The Program Management services will be in accordance with the terms and conditions of the original Agreement for Professional Program Management Services between said parties dated August 30, 2023; but with exception of the following changes, which shall modify, supersede, amend, and control:

The Articles below replace and supersede corresponding Articles in the original Agreement:

- "1.1 PROGRAM. The program shall consist of construction of the parking deck, demolition of the existing Civic Center, construction of a new Civic Center facility, common civil and utility construction identified by the Master Plan, and other Project(s) which may be added to the Program by City."
- "4.1.1 The initial term of the contract shall be for fifty-four (54) months for a total sum of six million five hundred twenty two thousand two hundred ninety dollars and forty seven cents (\$6,522,290.47). This will begin at the notice to proceed provided by the City of Mobile. Any extension of the term of the contract will be issued through an amendment to the contract."
- "5.1 Initial Program Duration is fifty-four (54) consecutive calendar months commencing on the date established in paragraph 5.1.1 below.

The City shall have the option of extending this Agreement for additional time by giving the Program Manager written notice thereof. Program Manager shall received additional compensation in the event of any extension beyond the fifty-four (54) month Estimated Program Duration. Program Manager shall be

compensated for Basic Services beyond the fifty-four (54) month Estimated Program Duration as may be mutually agreed upon at the time an extension of services is requested by the City."

City of Mobile:	Consultant:		
Signature	Signature		
William S. Stimpson Mayor, City of Mobile	James P. "Jimmy" Screen III Senior Vice President, Volkert, Inc.		
	3/4/2024		
Date	Date		
Attest:			
City Clerk			

CAPITAL CONTRACT SUMMARY SHEET (2 COPIES REQUIRED)

CONTRACT#

PROJECT NAME: VOL			Ē.
PROJECT # C086	5-2000.20	00.42200 DATE OF RECEI	IPT
PROJECT DESCRIPTION	AMENDMEN	NT #1 TO CC	NTRACT WITH VOLKERT, INC
CIV CTR PROJ MG	MT/SITE DES	IGN/UTI RE	AT THE MOB CIV CTR.
CONTRACT AMOUNT	\$5,577,031	-INCREA	ISE
VENDOR NAME VOLK	ERT, INC. (CON	ITRACT 4579)	
VENDOR NUMBER 2	27500		
DEPT #3032	DEPT	DEPT. NAME ARCHI	PROJ#: CC-034D-22 TECTURAL ENGINEERING
CONTRACT ADMINIST	REAL	ESTATE	ARK, DEPUTY DIRECTOR, ASSET MANAGEMENT
Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*		•	
Performance-Contributed			
RETAINAGE INFORMA	TION:		
SHOULD RETAINAGE B different, indicate spec			5% of the 1 st 50% or If
*Unit Price Contracts a	re estimates pe	er F. Kessler - d	do not require Change Orders
**General Construction			
Prepared by:			Date03/13/2024

Revised 11/14/2019 Marilyn McMillan

RESOLUTION

Sponsored by: Mayor 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 are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment Number 01 to Contract

4579, 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. Whereby, the sum

of Five Million Five Hundred Seventy-Seven Thousand Thirty-One Dollars (\$5,577,031.00) shall

be added to the original contract amount of Nine Hundred Forty-Five Thousand Two Hundred

Fifty-Nine Dollars and Forty-Seven Cents (\$945,259.47), with the new Agreement sum to be Six

Million Five Hundred Twenty-Two Thousand Two Hundred Ninety Dollars and Forty Seven

Cents (\$6,522,290.47). A copy of said contract is on file in the office of the City Clerk.

Name of Company:	VOLKERT, INC
Project Name:	CIV CTR PROJ MGMT/SITE DESIGN/UTI RE
Project Number:	CC-034D-22
Amount:	\$ 5,577,031.00 (ADDITIONAL AMOUNT)
Adopted:	

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: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 packet Cover Memo 2/29/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 2/29/2024 - 10:51 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 resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:		
City Clerk	~	

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE

A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes

to consider the application of Rodney Dozier to operate a shuttle service in

the City of Mobile. The adoption of such Certificate will be considered by

the City Council in the Auditorium of the Mobile Government Plaza, located

at 205 Government Street, Mobile, Alabama, on March 19, 2024, at 10:30

a.m. At such time and place, all persons who desire shall have an

opportunity to be heard in opposition to or in favor of the proposed

resolution.

Lisa C. Lambert

City Clerk

RESOLUTION

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

Adopted:		
	City Clerk	



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Rodney O. Dozier Seaven LLC.			ually or on behalf of, hereby makes
application for a Certificate of Public Conver within the City of Mobile and submits the follow	nience and Necessit owing facts in suppo	y to operate a pub ort of this application	lic service vehicle(s) on.
I. Certificate Information Name of Person or Legal Entity seeking certif	icate:		
Rodney Dozier			
Business Address			
Telephone: 2 5	Trade NameS	leaven LLC	
Business Information			
A. If applicant is an individual (sole	proprietor) pleas	se provide:	
Birthdate:	SSN:	_	
Residence Address:			
	Mebile	AL	
Address	City	State	Zip code
Telephone Numbe,	Driver's	License #	_
Residing in Mobile County: Years: 31	Months:		
U.S. Citizenship: Yes No			
I attest under penalty of perjury that A citizen or national of the U A lawful permanent resident	nited States		
(Alien # Aan alien authorized to (Alien # or Admission #			
B. If applicant is a legal entity, plea	se provide:		
Incorporated State of Incorporation Partnership L.L.C. Othe	r: (please specify)		
Business Ac (If different from address provided in Part 1)	_		



 $C. \ \ Ownership\ Information-List\ all\ owners,\ stockholders,\ officers,\ directors,\ partners,\ members,\ etc.$

judgeme	ents, and the na	ture of the transactions	e pending, the am s or acts giving rise	giving the names of ount of all unpaid to the judgements:
Name	Date	Amount	Location	Disposition
Part III. Vehicle/Class of service t	o be furnished: (C	Check only one)	n Carriage 📉 💢	Other
Location of termi	nal/depot or stand	1 & stables:	-	
What will be you	r days and hours o	of operation? Monday - 1	Friday 8:00 to	5:00 P.M
What will be you			J	
How many vehic	les (carriages) do	you intend to operate?	One	
How many vehic (Note Vehicle Descript	les (carriages) do : carriages are lim ion:	you intend to operate? <u>1</u> ited to a maximum of ten o	Carriages)	
How many vehic (Note Vehicle Descript Make: Nissan	les (carriages) do : carriages are lim	you intend to operate? 1 vited to a maximum of ten of Year: 2012	carriages)	Model: <u>LE Minivan 4C</u> Model:



I hereby authorize the investigation of all statements contained in this application. I certify that:

- I am the owner of the business listed herein or I am the duly authorized agent of such owner;
- 2. All of the foregoing statements are true and correct to the best of my knowledge;
- 3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
- 4. I have read and understand Chapter 59 of the Mobile City Code;
- If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature	
NAME OF ENTITY:	
Seaven LLC	
By: Rodney Dozier	

SWORN TO AND SUBSCRIBED BEFORE ME THIS 27 DAY OF Feb. ,2024

Notary Public



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kochey G. Dozier
Nickname(s) or Maiden Name:
Current Addres
Previous Address:
Personal Description:
Height: _5'
Weight: 310
Hair Color: Bloch
Eye Color: Brown
Social Security Numb
I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.
Podmer Dozier Signature
<u>02/27/24</u> Date signed
Date signed



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

owner nated will rea	all in a dolay of	ane approval	F	1 1
NAME: Rochey	Dozier			
Date of Birth:		Security	/ #: <u>.</u>	:
Present Address			()	
Home Phone Number	er: <u>251</u>	_1	Work Phone Number: _	
Attach a copy of y	our current dr	iver's license to th	is sheet	
Present Employer an	nd Address:			
Present Position/Tit	le:			
State, or Local alcol for any such violation VIOLATION List all unpaid jud	JURISDIC gements pending	aw; or have forfeite operly list all convi	DATE OF CASE	c last 24 months; any Federal, ar in court to answer charges nial of this application. DISPOSITION
pending and the am	ount of all unpai	d judgements.		
Give nature of all tr	ansactions or act	ts giving rise to the	se judgements.	
Give name and loca	tion of court in v	which judgements	were entered and date	entered.
I swear or affirm to best of my knowled		ties of perjury tha	t the above informati	on is true and correct to the
Podmey D	ozán			2/21/24
Signature /	U		Dat	te Signed

Personal Data Report

T VALID WITHOUT EMBOSSED

Canaral	Descriptors	
General	Describiors	

Name: DOZIER, RODNEY ONEAL

Address:

Nick Name:

Phone:

Race:

B - BLACK/AFRICAN

AMERICAN

Sex:

Weight: 275

Height:

6'00"

Hair: BLACK

Email1:

Email2:

Alt. Address: Danger

Desc:

DOB: Age:

31 **BROWN**

Eyes:

Facial:

Ethnic:

BILE NON HISPANIC/NON LATINO

Identifying Numbers

DL State:

DL #:

DL Type:

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: D WW DATE: 2-26-24



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

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 that certain civil action styled as MYMS Inc. v. City of Mobile, which constitutes an appeal of property demolitions

Amount of Contract:

n/a

Effective Date of Contract:

3/26/2024

Funding Source

Project # Resolution for Settlement Agreement - MYMS Inc. **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 - MYMS Inc.

Resolution Letter 3/13/2024

REVIEWERS:

Department Reviewer Action Date

Legal Barfield, Becky Approved 3/13/2024 - 12:12 PM 3/13/2024 - 3/13/2024 -

Legal Kern, Chris Approved 3/13/2024 12:16 PM

Approved

3/13/2024 -12:26 PM

2024

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, by, and they hereby are, authorized and

directed to execute for and on behalf of the City of Mobile and the City Council of the City of

Mobile, the settlement agreement arising out of that certain civil action styled as "MYMS Inc. v.

City of Mobile," United States District Court Case No. 23-cv-335, which constitutes an appeal of

property demolitions determined by the City and City Council as to the property at 2775 Springhill

Ave. f/k/a 2773 Springhill Avenue., Mobile, Alabama, whereby the City shall cancel the lien and

release the lis pendens. This settlement does not include any payment to MYMS, Inc. by the City

of Mobile. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

234



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

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 Jamyre Reed

Amount of Contract:

n/a

Effective Date of Contract:

3/26/2024

Funding Source

Project # Resolution for Settlement Agreement and Discretionary Funds n/a Release of Claims - Reed

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 Resolution Letter 3/12/2024

Claims - Reed

REVIEWERS:

Department Reviewer Action Date

3/12/2024 - 3:55 Legal Barfield, Becky Approved

ΡM

3/12/2024 - 3:57

LegalKern, ChrisApprovedPMMayors
OfficeBarber, JamesApproved3/13/2024 -
10:36 AM

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 Jamyre

Reed, 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\D011\P006\00124689.doc



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

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 Allstate Insurance Company as subrogee of their insured Cynthia Watts

Amount of Contract:

n/a

Effective Date of Contract:

3/26/2024

Funding Source

Project # Resolution for Settlement Agreement and Discretionary Funds n/a Release of Claims - Watts - Allstate

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 Resolution Letter 3/11/2024

Claims - Watts - Allstate

REVIEWERS:

Department Reviewer Action Date

3/11/2024 -Barfield, Becky Approved Legal 10:13 AM

3/11/2024 - 6:09

LegalKern, ChrisApprovedPMMayors
OfficeBarber, JamesApproved3/13/2024 -
10:35 AM

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 Allstate

Insurance Company as Subrogee of their insured Cynthia Watts, 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\P005\00124537.doc

240



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

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 contract with Global Spectrum, L.P., a Delaware limited partnership d/b/a OVG 360 to manage the Mobile Convention Center and Saenger Theatre

Funding Source

Project # Discretionary Funds
Project String Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	3/19/2024
agreement	Cover Memo	3/19/2024

REVIEWERS:

Department Reviewer		Action	Date
Real Estate Stout, Carleen		Approved	3/18/2024 - 4:14 PM
Budget	Moore, Rick	Approved	3/18/2024 - 5:24 PM
Legal	Kern, Chris	Approved	3/18/2024 - 5:25 PM
Legal	Kern, Chris	Approved	3/18/2024 - 5:25 PM
Mayors			3/18/2024 - 5:29

Office Barber, James Approved

PM

242

01-263 2024

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 City Clerk be, and they hereby are, authorized to execute, for and on behalf of the City of Mobile, a management agreement with Global Spectrum, L.P., a Delaware limited partnership d/b/a OVG 360, to manage the Arthur R. Outlaw Mobile Convention Center and the Saenger Theater. 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:		
G'. G1 1		
City Clerk		

MANAGEMENT AGREEMENT

between

CITY OF MOBILE, ALABAMA

and

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

Dated: As of May 1, 2024

MANAGEMENT AGREEMENT

This Management Agreement is made as of the 1st day of May, 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. <u>Definitions</u>. 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 <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 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.

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, <u>but shall not include</u> 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 <u>Limitations on Manager's Duties</u>.

- (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 <u>Convention Center Fixed Management Fee</u>. 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) <u>Convention Center Fixed Fee</u>. 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 <u>Convention Center Incentive Fee.</u> 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 <u>Exhibit F.</u> 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 <u>Convention Center Food and Beverage Fee.</u> 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 <u>Saenger Theatre.</u> 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 <u>Transition Costs</u>. 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. 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 <u>Late Payments</u>. 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 <u>Commitment to Act in Good Faith; City Reservation of Sovereign Powers</u>. 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 <u>Term.</u> 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 <u>Termination</u>. 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.

- 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 (2nd) 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 <u>Effect of Termination</u>. Upon expiration of this Agreement pursuant to Section 4.1, or termination of this Agreement pursuant to Section 4.2, the following shall apply:
- 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 <u>Right of Use by Manager</u>. 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 <u>Observance of Agreements</u>. 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 <u>Use by City</u>. 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.
- <u>b.</u> 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 <u>Parking Facilities</u>. 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 <u>Generally</u>. 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 <u>General Manager</u>. 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 <u>Establishment of Convention Center Operating Budget</u>. The Operating Budget for the Convention Center for the period May 1, 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.

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 <u>Saenger Theatre Budget</u>. 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 <u>Event Account</u>. 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 <u>Reporting</u>. 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

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 <u>Records</u>. 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 <u>Convention Center Monthly Financial Reports.</u> 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 <u>Audit</u>. 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 <u>Schedule of Capital Expenditures</u>. 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. <u>Capital Reserve Fund</u>. 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 <u>Manager Contribution</u>. 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 <u>Existing Contracts</u>. 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 <u>Transactions with Affiliates</u>. 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 <u>Contract Administrator</u>. 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

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 <u>Conditions to Indemnification</u>. 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 <u>Survival</u>. 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 <u>Rating; Additional Insureds</u>. 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 <u>Manager Representations and Warranties</u>. 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 <u>City Representations, Warranties and Covenants</u>. 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 <u>PCI Compliance</u>. 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 <u>No Discrimination</u>. 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 <u>Use of Facilities Names and Logos</u>. 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 <u>Facilities Advertisements</u>. 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 <u>Notices</u>. 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:	If to Manager:
-------------	----------------

City of Mobile	OVG 360		
	_ 5050 S. Syracuse St., 8th Floor		
	Denver, CO 80237		
	Attn: Chief Operating Officer		
With a copy to:	With a copy to:		
City of Mobile	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 <u>Severability</u>. 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 <u>Entire Agreement</u>. 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 <u>Governing Law</u>. 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 <u>Amendments</u>. 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 <u>Waiver; Remedies</u>. 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 <u>Relationship of Parties</u>. 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 <u>Attorneys Fees</u>. 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 <u>Limitation on Damages</u>. 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 <u>Counterparts; Electronic Signatures</u>. 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 <u>Confidentiality</u>. 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 <u>Trust and Confidence</u>. 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 <u>Immigration Law Compliance</u>. 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 <u>Boycotts Against Nations or Business Organizations.</u> 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 <u>Economic Boycotts</u>. 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	GLOBAL SPECTRUM, L.P., d/b/a OVG 360	
	By: Global Spectrum, LLC, its general Partner	
By:	By:	
Name:	Name:	
Title:	Title:	

SCHEDULE 1 MAP DEFINING OUTDOOR AREAS UNDER MANAGER'S MANAGEMENT

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

[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 TRANSITION COSTS

[attach transition budget]

EXHIBIT E

MOBILE FIRST INITIATIVE

[City to attach Mobile First Initiative]

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	City of Mobile Share	OVG Share	Notes
Convention Center			
Revenue Over Budget			
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: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 resolution Cover Memo 3/21/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/21/2024 - 11:18 AM

RESOLUTION

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Charles Hendry is re-appointed to the Electrical Examiners Board effective immediately for a term ending March 26, 2026.

Adopted:		
City Clerk	 	



AGENDA ITEM SUMMARY SHEET

Agenda of: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 packet Cover Memo 3/21/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/21/2024 - 11:21 AM

RESOLUTION

Sponsored by: Councilmember Cory Penn

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

Type of application: Retail Beer/Table Wine (Off Premises Only)

Liquor License

Submitted by: 4 Way Food Mart, Inc.

Location: DP Two Stop

2166 Wagner Street Mobile, AL 36617

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

WILLIAM CARROLL DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/11/2024	TRANSFER - OWNERSHIP	2024 - 5639	127509	1	March 26, 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	
Alabama Alcoholic Beverage		
Gentleman, The City Council of the City of City's corporate limits, to the	Mobile does hereby consent to the applicant referenced below, which is located within the ssuance of:	
License Type(s)	050 - RETAIL BEER (OFF PREMISES ONLY)	
Legal Business Name	070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	
Trade Name (DBA)	4 WAY FOOD MART INC	
Location Address	DP TWO STOP	
City, State, Zip Code	2166 WAGNER STREET	
Oity, state, Zip Code	MOBILE AL 36617	
Comments	Yours Very Truly,	
	Mobile City Council President	

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

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
03/11/2024	TRANSFER - OWNERSHIP	2024 - 5639	127509	1	March 26, 2024

NOTE: If this	s letter is altered, or ch Alabama Alcoho			y, it will not be accepted by the atrol Board
Alabama Alcoholic Beverage (PO Box 1151 Montgomery A				
Gentleman, The City Council of the City of City's corporate limits, to the i		0	onsent to the ap	plicant referenced below, which is located within the
License Type(s)	050 - RETAIL BEER (C	OFF PREMISES	ONLY)
Legal Business Name	070 - RETAIL TABLE	٧	WINE (OFF PRE	EMISES ONLY)
Trade Name (DBA)	4 WAY FOOD MART	11	NC	
Location Address	DP TWO STOP	-,		
City, State, Zip Code	2166 WAGNER STRE	=t	36617	
Comments				Yours Very Truly,
				Mobile City Council President

Applicant/POA Signature Date

BUILD MOBILE PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson

Principal Planner

Date: March 18, 2024

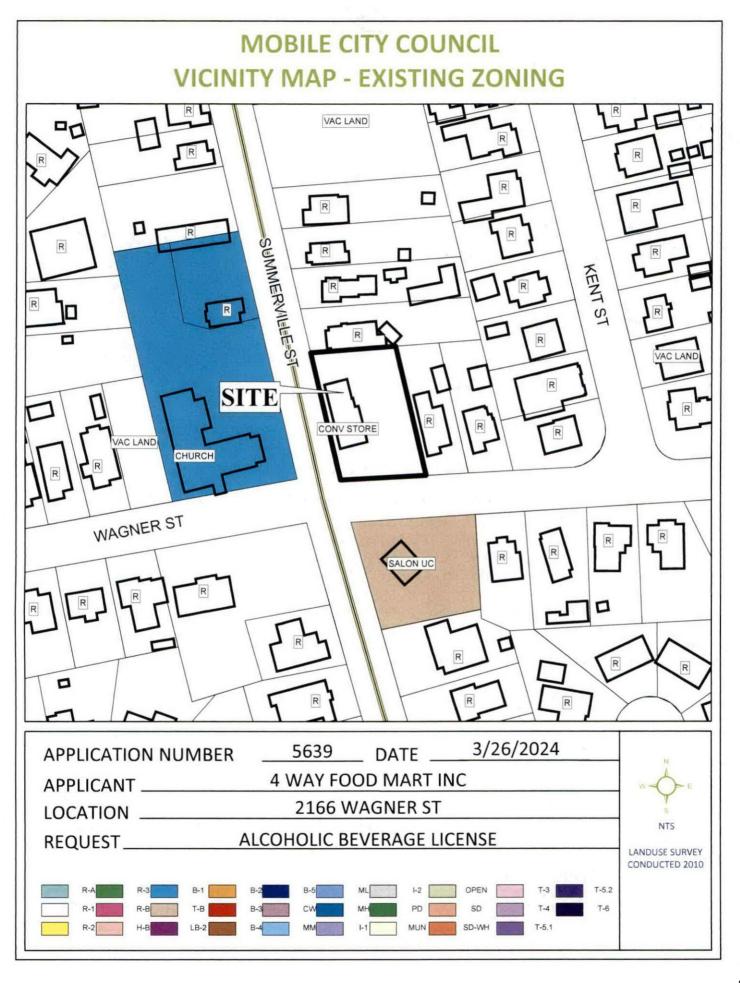
Re: Application # 5639 / 2166 Wagner St.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1. The site has a variance (# 5223) to allow a convenience store in an R-1 zoning district. This is to advise that a convenience store with retail beer sales is a permitted use under the variance.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

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

The site is located in District #1, Cory Penn (Council Member).



City of Mobile Alcoholic Beverage License Application

					0		A. A.	
Application Date	Application Type		Application	Number	License A	ccount#	Council District	Council Agenda Date
03/11/2024	TRANSFER - O	WNERSHIP	2024 -	5639	12	7509	1	March 18, 2024
License Type Appl	ied for with Alabama A	BC Board		2nd Lice	nse Type Apr	lied for with	Alabama ABC Board	20
050 - RETAIL B	EER (OFF PREM	ISES ONLY)		070 - RE	ETAIL TAE	BLE WINE	(OFF PREMISI	ES ONLY)
Business Inf								
Legal Business Nar	ne			Trade Na	ame (DBA)			
	4 WAY FOOD	MART INC		DP TWO STOP				
Business Structure	Type		Incorporation	on Date	SOS Enti	ty.ID	State	County
CORP - CORPO			10/31/	2023	001-1	06-051	AL	MONTGOMERY
Federal Tax ID (FE	IN)	Alabama State Sales	s Tax ID	Business	Phone Numb	er		
	176176	R011953	3607			3		
Physical Address (Street Address, Suite #)			City			State	Zip Code
	2166 WAGNER				MOBILE		AL	36617
Mailing Address (S	treet Address, Suite #, I	PO Box)		City			State	Zip Code
2166 WAGNER STREET			MOBILE AL		36617			
Primary Business Activity at the Location Explain (other)				If Location Transfer, Previous Street Address and Zip Code				
CONVENIENCE STORE			N/A					
Contact Person Inf	ormation	1 224-1	1 1	Dh		r. d		
Name		Title	POA	Phone		Email		
MUHAMMED A RIDEL OWNER NO					-	FOURW	AYFOODMAR	T00 @GMAIL.COM
	BC License, Previo	ous Licensee Inform	mation					
Legal Business Nar				Trade Na	ame (DBA)			
ABOLL W	CHEP L	LC		DP TWO STOP				
ABC License Type				License 1	Number		Any ABC Pendir	ng Actions
	AIL BEER/WINE (OFF PREMISES	ONLY)	011381949 NO PENDING ACTIONS			DING ACTIONS	
Land/Building	Information							
	plicant) own or leas		RENT/LEAS	E - SIGN	ED and N	OTARIZE	LEASE ATTA	CHED
Property Owner N	ame and/or Contact Per	rson Name		Property	Owner Phon	e Number	Property Owner	Email
DELRICK PETTWAY				(251) 234-8598				
Property Owner M	ailing Address (Street A	Address, Suite #, PO Bo	x)	City			State	Zip Code
Bldg Square Faotage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	Tima		License Covers	
1,788	0	YES	NO	SINGLE	STRUCT	URE	ENTIRE STR	JCTURE
	Do	the premises hav	e a fully equ	ipped/op	erational l	kitchen?	NO	
Is the business used to habitually and principally pr				provide f	food to the	public?	NO	
Is the bu	siness equipped v	with services and	facilities for	on premi	ises consu	mption?	NO	
	Will the business be operated p					•	NO	
			r	- I am	- packag	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		

City of Mobile Alcoholic Beverage License Application

wner(s), I	Partner(s) or Officer(s) In	formation	C	opy of Driver's Lie	ense Must Be Prov	ided for each Person
Full Name (Las	st, First, Middle)		Title		Driver's License	(State, Number)
F	RIDEL, MUHAMMAD ASHIKU	JZZAMAN		OWNER		
Home Address	(Street Address, Apt/Unit #)		City.		State	Zip Code
	5					
Date of Birth	Place of Birth (City, State, Nation)		Social Ser	curity Number	Mobile/Phone N	umber
Have you been	charged (whether convicted or not) wi	th any law violation(s) in th Arresting Agency	e last ten (10)	years? Arrest Date	1 Disposition	
0	II I CS, Law Violation	Arresting Agency		Affest Date	Disposition	
	and the first fall to a new trees.					·
to you have an	ny existing State of Alabama ABC licens If Yes, Legal Business Name	Business DBA	name!	Physical Location A	Address (Street, City, Zi	p Code)
0	,					
COLUMN CONTRACTOR	CONTRACTOR DE LA COMPANSION DE LA COMPAN		disease.		Company of the base	
Full Name (Las	st, 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 Se	curity Number	Mobile/Phone N	umber
Have you been	charged (whether convicted or not) w		e last ten (10)	The state of the s		
	If Yes, Law Violation	Arresting Agency		Arrest Date	Disposition	
Do you have an	ny existing State of Alabama ABC licen If Yes, Legal Business Name	se(s) with any entity in your Business DBA	name?	Physical Location A	Address (Street, City, Z	in Code)
	it res, regai business ivante	Dusiness DBA		Physical Location P	Address (Street, City, Z.	th Code)
Power of Att	torney (POA) Information			Year Charles I The	- W ID D	() 16 N
	st, First, Middle)	Title		Date of Birth	Driver's License	ided for each Person (State, Number)
	BISWAS, AMIYA				1	
Home Address	(Street Address, Apt/Unit #)	City.		I 04-40	Zip Code	Phone Number
	•			3		A. DECEMBER OF THE PARTY OF THE
-						
Hasa	anyone, including manager or applic	ant, had a City of Mobile,	Federal/State	license suspended, re	woked or declined?	NO
Has a liqu	uor, wine, malt or brewed beverage l	icense for these premises e	ver been den	ied, suspended, surrer	ndered or revoked?	NO
Are the appli	icants named in this application, the	only person(s), in any ma	nner, interest	ed in the business sou	ight to be licensed?	YES

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



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

Title of Person Signing this Application

Sworn to and subscribed before me this 11

day of March

20 24

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

November 19, 2025



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:

4 WAY FOOD MART INC

dba

DP TWO STOP

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

and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) 2166 WAGNER STREET

, 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

March 19, 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.

Signature

R Shawn Skinner

Revenue Department Representative

Notice of Public Hearing

CITY OF MOBILE REVENUE DEPARTMENT

March 11, 2024



DP TWO STOP

2166 WAGNER STREET

MOBILE, AL 36617 USA

ACCOUNT NUMBER: 127509 TERRITORY 1

INVOICE

BILL#	MTH/YR	DESCRIPTION	AMOUNT	PENALTY	INTEREST	AMOUNT
			BILLED	DUE	DUE	PAID
1748187	12/2024	ALCOHOL APPLICATION FEE APPLICATION	\$50.00	\$0.0	\$0.00	\$0.00
		FFF				

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



Confirmation Number: 20240228143240900

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:

CHEP LLC

Address: 2166 WAGNER ST

MOBILE, AL 36617

Telephone: 225-302-2332

NEW APPLICANT:

4 WAY FOOD MART INC

Address: 2166 WAGNER ST

MOBILE, AL 36617

Telephone: 334-587-9936

Current License No: 050-011381949

070-011381949

LICENSED PREMISES ADDRESS: 2166 WAGNER ST MOBILE . AL 36617

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.

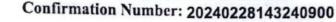
THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 28	day of February 20 24.
CURRENT LICENSEE (NAMED ON LICENSE)	NEW LICENSEE (APPLICANT)
Taga Barga	Arringa Biowas Print Name: AMIYA BISWAS
Print Name: JOYCE BARASA	Print Name: AMIYA BISWAS
Title: MEMBER	Title: POA
WITNESS: (By ABC Enforcement) Mandy	Julan,



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD





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

State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State:

County:

Type Ownership: CORPORATION

Trade Name: DP TWO STOP

Applicant: 4 WAY FOOD MART INC

Transfer Fee: \$100.00

Location Address: 2166 WAGNER ST

MOBILE, AL 36617 MOBILE, AL 36617

Mailing Address: 2166 WAGNER ST County: MOBILE

Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Book, Page, or Document info: 001106051

Do you sell Draft Beer?:

Date Incorporated: 10/31/2023 State incorporated: AL

County Incorporated: MONTGOMERY

Date of Authority: 10/31/2023

Federal Tax ID: 93-4176176

Alabama State Sales Tax ID: R011953607

Name:	Title:	Date and Place of Birth:	Residence Address:
MUNICIPALITY ROLL	PRESIDENT	1	41.10

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

Centact Person: MUHAMMAD RIDEL

Business Phone

Cell Phor

Home Phone: __

Fay:

E-mail: JOYCEAMS@HOTMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: DP TWO STOP

Applicant: CHEP LLC

Previous License Number(s) License 1: 050-011381949

License 2: 070-011381949



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240228143240900

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: DELRICK PETTWAY 251-234-8598
What is lessors primary business? DP DOORS
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO	Will	the business	be operated	primarily as a	package store? NO	0
--	------	--------------	-------------	----------------	-------------------	---

Building Dimensions Square Footage: 1788

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:
			Maria II

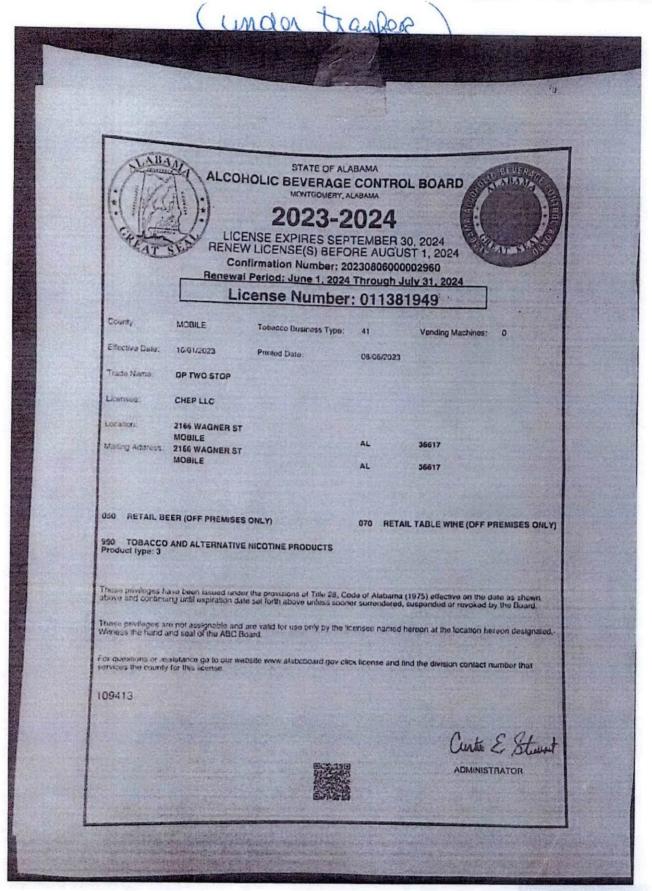


STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION Confirmation Number: 20240228143240900

Initial each						
AB	In reference to law violations, I attest to the truthfulness of the responses given within the application.					
AB	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within					
AB	the application. In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded					
hij	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					
^ 1	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.					
XY	In reference to the Club Application information, I attest to the truthfulness of the responses given					
7.1	within the application.					
AB	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached					
HT	transfer agreement.					
A13	In accordance with Alabama Rules & Regulations 20-X-501(4), any social security number disclosed					
A12	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.					
AB	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe a					
1.17	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					
Als.	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 N	Name (print): AMIYA BISWAS					
Signature o	of Applicant: amy					
Notary Nan						
Notary Sign	nature: NOTARY PUBLIC ALABAMA - STATE AT LARGE Commission expires:					
	My Commission Expires Sept. 17, 2025					
Application	Taken: App. Inv. Completen: Forwarded to District Office:					
	to Local Government: Received from Local Government:					
Received in	District Office: Reviewed by Supervisor: Forwarded to Central Office:					



Powered by GS CamScanner

Special Power of Attorney

1. Muhammad Ridel. hereby appoint Amiya BISWas as 1
automoy in fact to act in my capacity to do the following:
To sign and execute forms/documents relating to Alabama Alcoholic Beverage Control Board and the local governing body concerning AbC ON ADDIO S. LONG STALLE Sole proprieto corporation and advantage and alcoholic Beverage Control Board and the
The rights, powers, and authority of my attorney in fact to exercise any and all of the rights and powers
herein granted shall commence and be in fall force and effect on
Date Muhand Ridd Signature
STATE OF ALABAMA
COUNTY OF MOBILE
HEFORE ME, the undessigned authority, on this
WITNESS my band and official sent the date aforesaid.
Dellululeargo NOTARY PUBLIC
My Commission Expires: 12 14/200
231. 34



ALABAMA DEPARTMENT OF REVENUE Power of Attorney and Declaration of Representative



NOTE: If you have questions concerning the completion of this form, please refer to the instructions for Federal Form 2848 (revised March 2012). Alabama Form 2848A is very similar to the federal form.

CAUTION: A separate Form 2848A should be completed for each taxpayer.

	-	SOCIAL SE	CURITY NUMBER
		ļ	:_e, p = s
		EMPLOYER IDE	NTIFICATION NUMBER
		DAYTIME TE	EPHONE MINNER
, ,		_J	· · · · · · · · ·
epartment to discuss or share informatio	n specifica ant to the ta TELEPHOT FAX NUME	Ily listed in Parinxpayer. It will NE NUMBER NE NUMBER (I, Section 3 with be the taxpayer's
	FAX NUME	а сн (· · · · · · · · · · · · · · · · · · ·
	TELEPHO	NE NUMBER ()
	FAX NUMI	BER (· · · · · · · · · · · · · · · · · · ·
rtment of Revenue for the following tax	mallers:		
TAX FORM NUMBER (40, 20C, 41, 65, 8	IC)	YEAR(S)	r PERIOD(S)
			7-2
ale forms		S018-	<u>505 %</u>
rm with respect to the tax matters descreents. The representative(s), however, is with this representation (including reposes) below are checked, the represent	bed on lin (are) not a unds by e ative(s) is (e 3, for example uthorized to re- ither electronic	e, the authority to ceive or negotiate means or paperized to execute
	TAX FORM NUMBER (40, 20C, 41, 65, et atives generally are authorized to receipted the representative).	TELEPHO FAXNUM TELEPHO TELEPHO FAXNUM TELEPHO FAXNUM TELEPHO FAXNUM TELEPHO FAXNU	EMPLOYER IDE DAYTIME TE DAYTIME TE DAYTIME TE DAYTIME TE PARTIMENT TO DESCRIPTION OF PAGE 2, part II. By designating or partment to discuss or share information specifically listed in Part ondence from the Department will be sent to the taxpayer. It will representative. TELEPHONE NUMBER { TELEPHONE NUMBER { FAX NUMBER { TELEPHONE NUMBER { FAX NUMBER { TELEPHONE NUMBER { FAX NUMBER { TELEPHONE NUMBER { TELEPHONE NUMBER { TELEPHONE NUMBER { TELEPHONE NUMBER { TAX FORM NUMBER (40, 20C, 41, 85, 81c.) YEAR(S) c TAX FORM NUMBER (40, 20C, 41, 85, 81c

FORM 2848A (REV. 9/18)		PAGE 2
The filing of this power of attorney automatically revokes all earlier Department of Revenue for the same tax matters and years or perio to revoke a prior power of attorney, check here. YOU MUST ATTACH A COPY OF ANY POWER OF A SIGNATURE OF TAXPAYER If a tax matter concerns a year in which a joint return was filed, the even if the same representative(s) is (are) being appointed. If signed executor, receiver, administrator, or trustee on behalf of the taxpayer. If this power of attorney is not signed and dated, it will be return to the same representative on the same representative.	r power(s) of attorney on file of ds covered by this document. ATTORNEY YOU WANT TO REMA husband and wife must each I by a corporate officer, partno er, I certify that I have the auti	with the Alabama . If you do not want
X Mahammad Ridel SIGNATURE	S/27 Jaday	TITLE (II Anglicable)

TITLE (II Apolicable)

PART IN-DECLARATION OF REPRESENTATIVE

Under penalties of perjury, I declare that:

Mu hammad

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Treasury Department Circular No. 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer identified in Part I for the tax matter(s) specified there; and
- I am one of the following:
 - a. Attorney a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b. Certified Public Accountant duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - c. Enrolled Agent enrolled as an agent under the requirements of Treasury Department Circular No. 230.
 - d. Officer a bona fide officer of the taxpayer's organization.
 - e. Full-Time Employee a full-time employee of the taxpayer.
 - f. Family Member a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
 - g. Enrolled Actuary enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Service is limited by section 10.3(d)(1) of Treasury Department Circular No. 230).
 - h. Unenrolled Return Preparer an unenrolled return preparer under section 10.7(c)(1)(viii) of Treasury Department Circular No. 230.
 - i. Registered Tax Return Preparer registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled and return preparers in the instructions.
 - j. Student Attorney or CPA receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.
 - k. Enrolled Retirement Plan Agent enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ If this declaration of representative is not signed and dated, the power of attorney will be returned.

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "jurisdiction" column.

ESIGNATION - INSERT ABOVE LETTER (o-k)	JURISDICTION (SIGIO) OF ENROLLMENT GARD NO.	SIGNATURE	DATE
F	Alabema	x /wit	812712024
	<u> </u>		

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 <u>Code of Alabama</u> Section 10A-1-5.04): 4 WAY FOOD MART 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: 2166 WAGNER ST MOBILE, AL 36617
	Mailing address of principal office (if different from street address):
4.	The name of the registered agent (only one agent): MUHAMMAD RIDEL
	Street (No PO Boxes) address of registered office (must be located in Alabama):
	580B SANROCK TERRACE MONTGOMERY, AL 36116
	*COUNTY of above address: MONTGOMERY
	Mailing address in Alabama of registered office (if different from street address):

(For SOS Office Use Only)

Alabama Sec. Of State

001-106-051

D/C

10/31/2023 Date Time 10:01:00 \$100.00 File \$100.00

County

Total

\$200.00

DB Corp Cert of Incorporation - 11/2021

page 1 of 3

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5.	Purpose for which corporation is formed:		
	CONVENIENCE STORE WITH GASOLINE .		
	the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabunder Title 10A, Chapter 2A of the Code of Alabama.		
6.	Amount of stock the corporation is authorized to issue: 1500 Par Value 0.01 (optional)		
	(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):		
	Daves (No 1 0 Boxes) address of most portaint(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):		
	Training actions or manipolation(b) (it and rolls from outer actions).		
	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):		

Page 2 of 3

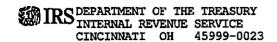
The name(s) of the Incorporator(s):	
Street (No PO Boxes) address of Incorporate	or(s):
Mailing address of Incorporator(s) – (if differ	rent from street address):
The name(s) of the Incorporator(s):	·····
Street (No PO Boxes) address of Incorporat	or(s):
	rent from street address):
The name(s) of the Incorporator(s):	
Street (No PO Boxes) address of Incorporat	or(s):
Mailing address of Incorporator(s) – (if diffe	rent from street address):
failure to take any action, as a director, except which he or she is not entitled; (B) an interviolation of Section 10A-2A-8.32; (D) an interviolation of loyalty to the corporation or its stockholds. Attached are any other provisions the	at are not inconsistent with law relating to organization, ownership,
governance, business, or affairs of the co	
County of Registered Agent is requested in ord	er to determine distribution of County filing fees.
10 / 31 / 2023	LOVETTE DOBSON
Date (MM/DD/YYYY)	Signature as required by 10A-2A-1.20
	INCORPORATOR
	Title

Additional Details

Incorporators			 1
Incorporator	Street Address	Mailing Address	
LOVETTE DOBSON			
	· · · · · · · · · · · · · · · · · · ·	,	

List of Current Member

The following individual is the only member of:	4 way food Mant Inc.
NAME: Muhammad A Ridel	TITLE: President
	Amiya Priscoas. (POA) PRINTED NAME OF MEMBER
	SIGNATURE OF MEMBER
	11/28/2004



Date of this notice: 10-31-2023

Employer Identification Number:

93-4176176

Form: SS-4

Number of this notice: CP 575 A

4 WAY FOOD MART INC 2166 WAGNER ST MOBILE, AL 36617

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4176176. 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

tasure to:

4 WAY FOOD MART INC 2166 WAGNER ST MOBILE, AL 36617-3025 SLS R011853607 12712023 127112024

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

NON-TRANSFERACLE
THIS ACCOUNT ISSUED TO PERSON OR GUSTALES WHOSE WARD APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ETEMS TAX EXEMPT FOR THE PURCHASE AT RETAIL IN THE REGULAR COURSE OF OUTSIDESS.

MAZCS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

James W Janashapoulout

Depart Compressions

ALABAMA DEPARTMENT OF REVENUE COMMISSIONER'S OFFICE P.O. BOX 327001 MONTGOMERY, AL 36132-7001

L1848286495

4 WAY FOOD MART DIC 2158 WACHER ST MOBILE, AL 35617-3025



LEGAL DESCRIPTION OF PROPERTY

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

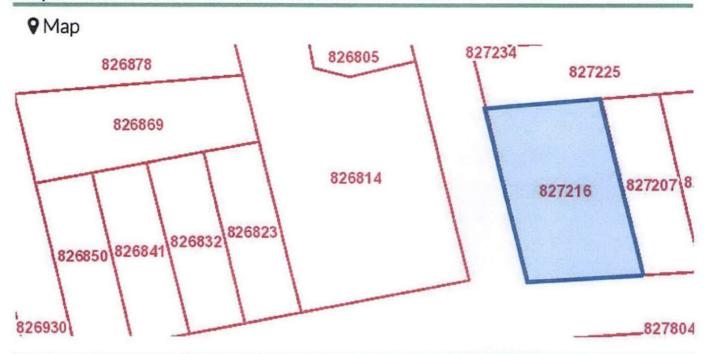
This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

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 N	lame
The above described property is	Owned Leased to/by 4 u	Day Food Mant Inc.
Who has applied for an ALABAMA ALC	COHOLIC BEVERAGE LICENSE at the abo	
I hereby agree to allow the applicant to for sale of alcohol is being considered	post a NOTICE sign at the location notifier this location.	fying the general public than an application
The applicant agrees that the NOTICE remain posted until this application is a	sign will be posted and will NOT be remo approved by the City of Mobile City Counc	wed/discarded and will be required to :il.
Sworn to and subscribed before	me this 4th day of March	20 24 BARLENE WALKER
Day line Walky	Signature Wilker	No ary Publica Alabama State At Large My Commission Expires 05/25/2025
Notary Stamp	Owner of Property (Print Name)	Applicant Name (Print Name)
DARLENE WALKER Notary Public, Alabama State At Large	Delrick Pethoay Owner of Property (Signature)	Muhammad Ridel Applicant Name (Signature)
My Commission Expires 05/25/2025	Ochick Pettway	Muhanmad Ridel
		j
	Date Agreement Signed	Date Agricement Signed
	03/04/2024.	03-04-04
		Application Property Ownership

Mobile County Property Search

Key Number: 827216 For Year 2023



Property Details

Account	
Key Number:	827216
Legal Description:	LOTS 1 & 2 CEDAR HAVEN MBK 4 P 418 #SEC 42 T4S R1W #MP29 07 42 0 002
Parcel Number:	2907420002232XXX
Type:	Real
Property Class:	2
Location	
Address:	2166 WAGNER ST MOBILE, AL 36617
Owner	
Name:	PETTWAY DELRICK
Mailing Address:	1850 SAINT STEPHENS CT
	MOBILE , AL 36617-3301
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

My Place

Information for address: 2166 WAGNER ST

Parcel Information:

Key / ID:

00827216 / R022907420002232.000

Owner:

Pettway Delrick 1850 St Stephens Ct

Mobile, Al 36617

Subdivision:

- Jurisdiction:
 <u>City of Mobile</u>
- Neighborhood Renewal District:
- Revenue District:

Township/Range/Section:

- Tract Census 2010: 000800
- Zipcode: Mobile

4s1w08

Historic District:

XY Location(NAD83 State Plane Al West 102 Ft): X: 1782527.744 Y: 257764.061

Zoning:

Check zoning on Planning & Zoning

Services:

- Community Action Group: Summerland Heights
- Fire District:
 Fire Station 14 Toulminville
- Garbage Pickup Day:
 Wednesday-East Route F
- Police Precinct / Beat:
 Precinct 3 / Beat 33
- Trash Pickup Day/ Unit:
 Tuesday North biweekly / Td-7



Political:

- · City Council District:
- 1 Cory Penn
- County Commissioner District: 1
- State House District: 99
- State Senate District: 33

School:

- Elementary School District: Holloway
- High School District:
 Le Flore
- Middle School District: Washington
- . School Board District: 3

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

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective NOV814, 2023
by and between Defrick Perferage (Landlord) and 4 Way Good Mark In
(Tenant).
Landlord is the owner of land commonly known and numbered as 2166 Wagner Street, Mobile, Alabama 36617, Corner of Wagner Street and Summerville Street, Mobile, Alabama 36617,
THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:
1. <u>Term.</u>
A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning NOVBK 2013 and ending NOVBK 2018
8. The term of this lease shall be for 60 months (5yrs) with four excess renewal years starting date of signing this document. Every year the lease terms will change with a \$500 % increase in rent.
2. Security Deposit.
A. Tenant shall pay 1st month, last month and security deposit in the amount of Seven
Thousand Five Hundred Dollars and 0 cents (\$7500). Deposit is as follows:
1st Month: \$2500
Last Month: \$2500
Security: \$2500-Refundable at the end of the lease
Security deposit must be paid at Lease signing with 1st and last month rents due
thirty days (30) days prior to move in.
B. Tenant understands if any reason after signing this Lease Agreement if Tenant

notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall be entitled to recover damages from Tenant if an amount of security deposit.

15. Successors

A. The provisions of this Lease shall extend to and be binding upon Landlord and

Tenant respective legal representatives, successors and assigns.

this lease shall be binding upon and inure to the benefit	of the parties, their heirs, succe	ssors and		
assigns.	(4 may 3 and MART INC) Tenant Muhammad Ridel			
Landlord Dolnie Pottory	Tenant Muhamad	Ridel		
Date_Nov. 8 2023	Date11/08/202_			
Witness	Date			
witnes Walker	Date//8/26	23		
10-	77			

DARLENE WALKER
Notary Public, Alabama State At Large
My Commission Expires 05/25/2025



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

4 WAY FOOD MART INC

Trade Name (DBA)

DP TWO STOP

Location Address

2166 WAGNER STREET

Application Number

Notice Post Date @ Location

2024 - 5639

03/11/2024

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

March 19, 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

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

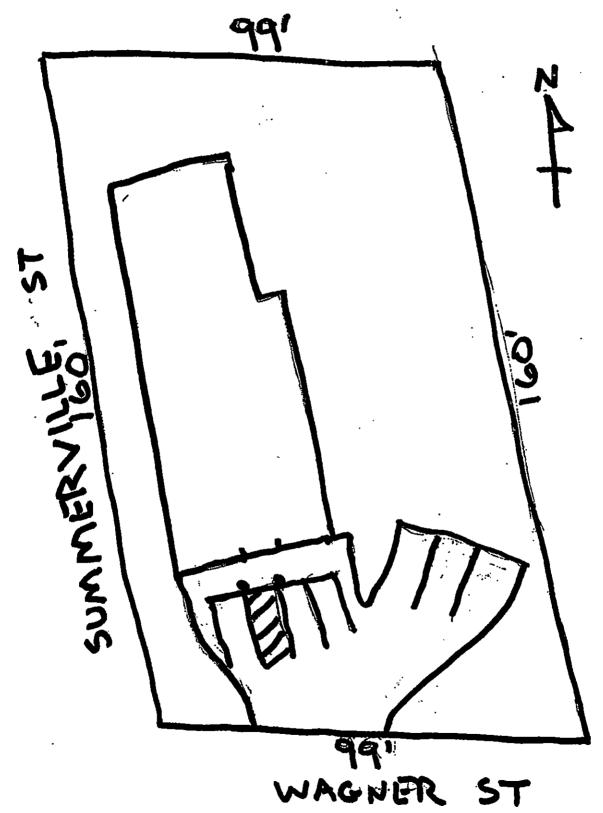
PLANNING & ZONING DEPARTMENT APPROVAL

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/Ty	pc	
Sole Proprietorship		New Business		□No □Yes		ence/Grocery Store	
Limited Liability Com	pany (LLC)	any (LLC) New Owner		Relocation Date		Lounge/Bar	
Corporation		Location Change		11-08-2023	Package Store Restaurant Other		
License Type Applied for with AL 010 - Lounge Retail Lique 040 - Retail Beer (On/Off 070 - Retail Wine (Off Pre 140 - Special Events Reta Legal Business Name	or (Class I) 01. Fremises) 05. mises Only) 09. Il 160 - Special	1 - Lounge Retail Liq 0 - Retail Beer (Off Pr 90 - Wholesale - Beer I Events - More than	uor (Class II remises Only 100 - W	i) - Package Store y) 060 Retail T holesale - Wine	able Wine (0 110 - Wholes	n/Off Premises) ale - Beer & Wine	
Company Physical Address (Street 2166 Wagne	t Address. Suite #)			Mobile	State A L	24p.Code 36617	
Business Contact Person Information		Title	Phone	Email	fourtway	y food mantoo	
Muhammad	Ridel	Owner			@ gn	in l. com.	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage	Parking Provided	Parking Required	Compliance	e	Zoning	Approved	
1788	6	6			15-1		
Comments		L	L		17/1/A 1/		
BY VARIANCE ZONZOOZ- 02949 # 5223							
Print Name		Signature			Date		
CALDWELL C. W	Colduct	lc. h	untlin	3-15	5-2024		

| Planning and Zoning

2166 WAGNER ST.





AGENDA ITEM SUMMARY SHEET

Agenda of: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 packet Cover Memo 3/21/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/21/2024 - 11:22 AM

RESOLUTION

Sponsored by: Councilmember William Carroll

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

Type of application: Special Events Retail Liquor License

Submitted by: Bottles Up Mobile, Inc.

Location: Boat Show on the Bay 2703 Battleship Parkway

Mobile, AL 36602

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 I

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	Application Number License Account #		Council Agenda Date	
03/14/2024	NEW APPLICATION	2024 - 5642	124969	2	March 26, 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							
Alabama Alcoholic Beverage (PO Box 1151 Montgomery A	Alabama Alcoholic Beverage Control Board						
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)							
	140 - SPECIAL EVENTS RETAIL						
Legal Business Name							
Trade Name (DBA)	BOTTLES UP MOBILE INC						
	BOAT SHOW ON THE BAY 2024						
Location Address	2703 BATTLESHIP PARKWAY						
City, State, Zip Code	MOBILE AL 36602						
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
03/14/2024	NEW APPLICATION	2024 - 5642	124969	2	March 26, 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							
Alabama Alcoholic Beverage	Control Board						
PO Box 1151 Montgomery	PO Box 1151 Montgomery AL 36101						
Gentleman,	Gentleman,						
The City Council of the City of	of Mobile does hereby consent to the a	pplicant referenced below, which is located within the					
City's corporate limits, to the	City's corporate limits, to the issuance of:						
License Type(s)							
	140 - SPECIAL EVENTS RETAIL						
v							
Legal Business Name	BOTTLES UP MOBILE INC						
	BOTTLES OF MODILE INC						
Trade Name (DBA)	BOAT SHOW ON THE BAY 2024						
	BOAT SHOW SIV THE BAT 2024						
Location Address	0700 0477 50110 0401111						
	2703 BATTLESHIP PARKWAY						
City, State, Zip Code	MOBILE AL 36602						
	MOBILE AL 36602						
Comments		Yours Very Truly,					
		Mobile City Council Desider					
		Mobile City Council President					
Applic	cant/POA Signature	Date					

BUILD MOBILE PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson

Principal Planner A. Logan Onderson

Date: March 18, 2024

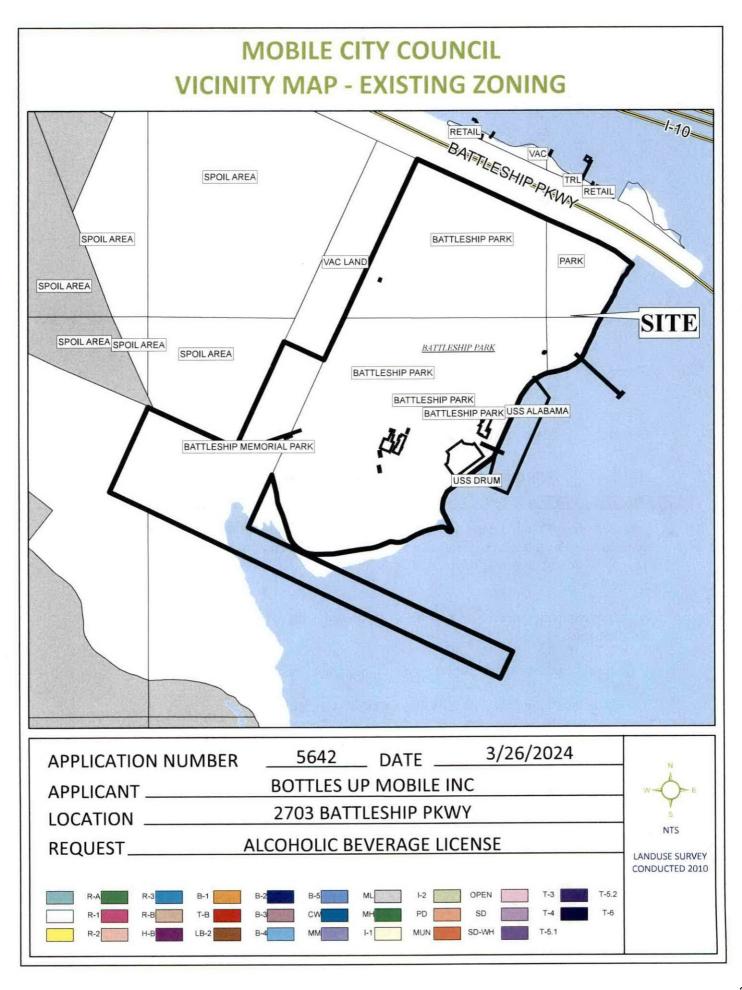
Application # 5642 / 2703 Battleship Pkwy Re:

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1 and is a government function of the State of Alabama. This is to advise that a special event with special retail sales is a permitted use as a government function.

As a government function of the State of Alabama, the site is exempt from parking requirements.

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

The site is located in District #2, William Carroll (Council Member).



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
03/14/2024	NEW APPLICATION	2024 - 5642	124969	2	March 26, 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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

BOAT SHOW ON THE BAY 2024

Location Address

2703 BATTLESHIP PARKWAY

City, State, Zip Code

MOBILE

AL 36602

Contact Person Information				
Name	Title	POA	Phone	<u>Email</u>
T BRATTON MCGREGOR	OWNER	NO		BARGUY@BOTTLESUPMOBILE.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?

01/03/2022

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

Application Date	Application Type		Application 1	Number	License A	ccount#	Council District	Council Agenda Date	
03/14/2024	NEW APPLICATI	ON	2024 -	5632	124	969	2	March 19, 2024	
License Type Applie	ed for with Alabama AB	CBoard		2nd Licer	se Type App	lied for with A	labama ABC Board	26	
140 - SPECIAL	EVENTS RETAIL								
Business Info	ormation								
Legal Business Nam	ie			Trade Na	me (DBA)				
BOTTLES UP MOBILE INC					ВО	AT SHOW	ON THE BAY	2024	
Business Structure	Type		Incorporatio	n Date	SOS Entit	y ID	State	County	
CORP - CORPO	RATION		12/22/2	2021	958	-345	AL	MOBILE	
Federal Tax ID (FE	IN)	Alabama State Sales	Tax ID	Business	Phone Numb	er			
87-41	18229	R0112972	283	(2	51) 604-4	776			
Physical Address (S	treet Address, Suite #)			City			State	Zip Code	
2	2703 BATTLESHIP	PARKWAY			MOBILE		AL	36602	
Mailing Address (S	treet Address, Suite #, PC	O Box)		City			State	Zip Code	
							AL		
Primary Business A	cuvity at the Location	Explain (other)		If Location	n Transfer, P	revious Street	Address and Zip C	ode	
OTHER		SPECIAL E	VENT	N/A					
Contact Person Info	ormation								
Name		Title	POA	Phone		Email			
T BRATTON	MCGREGOR	OWNER	NO	1		BARGI	GUY@BOTTLESUPMOBILE.COM		
	BC License, Previo	us Licensee Inforn	nation						
Legal Business Nan				Trade Na	ame (DBA)				
	N/A								
ABC License Type				License 1	Number		Any ABC Pendir	ng Actions	
040/060 -									
Land/Building	Information								
Do you (the app	plicant) own or lease	e the property?	RENT/LEAS	E - SIGN	ED and N	OTARIZED	LEASE ATTA	CHED	
Property Owner N	ame and/or Contact Per	son Name		Property Owner Phone Number		Property Owner Email			
	USS ALABAMA C	OMMISSION		(251) 433-2704 GHARRIS@USSAL		USSALABAMA.COM			
Property Owner M	ailing Address (Street A	ddress, Suite #, PO Box	Ú	City_			State	Zip Code	
	2703 BATTLESHI	PARKWAY		MOBILE			AL	36602	
Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	е Туре		License Covers		
10,000	50	YES	NO	SINGLE STRUCTURE		URE	OTHER STR	JCTURE	
	Do	the premises hav	e a fully equ	iipped/op	erational	kitchen?	YES		
Is the business used to habitually and principally provide food to the public? NO									
Is the bu	ısiness equipped v	vith services and i	facilities for	on prem	ises consu	mption?	YES		
		ill the business be					NO		

Applicant/POA Initials BM

	Partner(s) or Officer(s) In	formation	C	opy of Driver	's Licens	se Must Be Pro	vided for each Person	
Full Name (Las	st, First, Middle)		Title			Driver's License (State, Number)		
	MCGREGOR, THOMAS BR	ATTON		OWNER				
Home Address	(Street Address, Apt/Unit #)		City			State	Zip Code	
						AL		
Date of Birth	Place of Birth (City, State, Nation)		Social Se	curity Number		Mobile/Phone	Number	
Have you been	charged (whether convicted or not) wi	th any law violations) in t	he last ten (10)	vasre?				
11111/02/02/01	If Yes, Law Violation	Arresting Agency	ne iast ten (10)	Arrest Date	1	Disposition		
NO								
NO								
Do you have a	ny existing State of Alabama ABC licens		r.name?					
	If Yes, Legal Business Name	Business DBA		Physical Loc	ation Add	ress (Street, City, 2	Zip Code)	
NO								
				-				
Full Name (La	st, First, Middle)		Title			Driver's License	e (State, Number)	
	N/A							
Home Address	s (Street Address, Apt/Unit #)		City	····		State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)		Social Se	curity Number		Mobile/Phone	Number	
Have you been	charged (whether convicted or not) w		the last ten (10)			Lecure		
	If Yes, Law Violation	Arresting Agency		Arrest Date		Disposition		
				1				
Do you have a	ny existing State of Alabama ABC licen	co/e) with any antity in you	r nama?	1	Annual Control Control			
Do you nave a	If Yes, Legal Business Name	Business DBA	ii name:	I Physical Lo	cation Add	iress (Street, City.	Zin Code)	
	Trus, regar practical trains	Zuman zezz		Physical Location Address (Street, City, Zip Code)				
	1							
		1						
D	- (DOA) 7 0 - 1			Communication of	-1- T -	on Morat D. D.	ovided for each Person	
	torney (POA) Information	Title		Date of Bir			e (State, Number)	
Full Name (La	ist. First, Middle)	Title		Date of Bir	in .	Driver's Licens	e (State, 14miluer)	
Home Addes	s (Street Address, Apt/Unit#)	City			State	Zip Code	Phone Number	
Home Address	s (Sueet Address, Apv Ont. #)	Solly			State	Zip Code	Phone Rumber	
Has	anyone, including manager or applic	ant, had a City of Mobile	e, Federal/State	e license susper	nded, revo	ked or declined?	NO	
							4 55	
Has a lic	quor, wine, malt or brewed beverage	icense for these premises	s ever been der	nied, suspended	d, surrend	ered or revoked?	NO	
Are the app	licants named in this application, the	only person(s), in any n	nanner, interes	sted in the busi	ness sough	ht to be licensed?	YES	

Applicant/POA Initials BM

CERTIFICATION and SIGNATURE

CIZICI	THEATION AND SIGNATURE	
BM	provisions of the Alabama Alcoholic Beverage Contr	applied for, to comply at all times with and to fully observe all the rol Act, as appears in the Code of Alabama, Title 28, and all laws of the City of Mobile relative to the handling of alcoholic beverages.
m	the Board and the Code/Ordinances of the City of N undersigned, if issued a license as herein requested, Alabama Alcoholic Beverage Control Board and any Municipality in which the licensed premises are local	requested, further agrees to obey all rules and regulations promulgated by a solution of the relative to all alcoholic beverages received in this State. The also agrees to allow and hereby invites duly authorized agents of the reduly commissioned law enforcement officers of the State, County or ated to enter and search with a warrant the licensed premises or any on with, adjoining, or adjacent thereto, whether connected or not, and
Br		violate any of the provisions of the Code of Alabama, Title 28, or any of Control Board, his/her license shall be subject to revocation.
BN	the Alabama Alcoholic Beverage Control Board to a of the State of Alabama and the Codes/Ordinances of further understands and agrees that no changes in the	le reserves the right to file for suspension, revocation or an objection with license renewal for failure to follow the Alcoholic Beverage Control Laws of the City of Mobile or the creation of a nuisance. The undersigned the manner of operation, nature of owner and no deletion or bed in this application will be allowed with prior written approval of the Control Board.
Br	read said application and all the statements and fact	sted by the forgoing applicant hereby swears or affirms that he/she has is set forth therein or in supporting documents are true and correct, and icant is the only person interested in the business for which license is
nm	In reference to ACT No. 80-529, I understand that i filing fee required by this application.	f my application is denied or discontinued, I will not be refunded the
nn	owner and location specific. If the owner(s) named	of Alabama Alcoholic Beverage Control Board and the City of Mobile is in the application and/or approval change and/or business is relocated to ey must contact the Alabama Alcoholic Beverage Control Board and the
	Owner/Applicant/POA Printed Name	Date of Application Signature
	Bratton McGregor	3.14.29
	Owner/Applicant/POA Signature	Title of Person Signing this Application
	B My	President
	Sworn to and subscribed before me this 1. Notary Person Printed Name	4 day of March 20 24 Notary Person Signature My Notary Commission Expires
	R Shawn Skinner	Racure November 19, 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

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:

BOTTLES UP MOBILE INC dba BOAT SHOW ON THE BAY 2024

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

140 - SPECIAL EVENTS RETAIL

for the premises located at 2703 BATTLESHIP PARKWAY, 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

March 19, 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.

13	m	R Shawn Skinner
-	Applicant/POA Signature	Revenue Department Representative

CITY OF MOBILE REVENUE DEPARTMENT

March 14, 2024



SPEC EVNT - BOTTLES UP INC- SIP N PAINT

10349 TAYLOR HARPER BOULEVARD

GRAND BAY, AL 36541 USA

ACCOUNT NUMBER: 124969 TERRITORY A-L

INVOICE

BILL#	MTH/YR	DESCRIPTION	AMOUNT	PENALTY	INTEREST	AMOUNT
			BILLED	DUE	DUE	PAID
1748531	12/2024	ALCOHOL APPLICATION FEE APPLICATION	\$50.00	\$0.0	\$0.00	\$0.00
		FEE				

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

03/14/2024 10:44AM SAVALIA G 039151-0005

BUSINESS LICENSE

BOTTLES UP MOBILE INC 124969

2024 Item: 1748531 ALCOHOL APPLICATION

EE \$50.00

۰۰۰----

\$50.00

 Subtotal
 \$50.00

 TP CC FEE
 \$2.50

 Total
 \$52.50

REVENUE CC \$52.50

**********6420

Ref=c93244a5-7932-4390-964c-2fledfe6a66a Auth=02311G

Change due \$0.00

Paid by: MCGREGOR/BRATTON



Thank you for your payment

CUSTOMER COPY

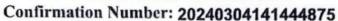
This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD





Type License: 140 - SPECIAL EVENTS RETAIL

State: \$150.00 County: \$150.00

Type License:

State:

County:

Trade Name: BOAT SHOW ON THE BAY 2024

Filing Fee: \$50.00

Applicant: BOTTLES UP MOBILE INC

Transfer Fee:

Location Address: 2703 BATTLESHIP PARKWAY

MOBILE, AL 36602

Mailing Address:

County: MOBILE

Topacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: CORPORATION

Book, Page, or Document info: 958-345

Do you sell Draft Beer?:

Date Incorporated: 12/22/2021 State incorporated: Al

County Incorporated: MOBILE

Date of Authority: 12/22/2021

Federal Tax ID: 87-4118229

Alabama State Sales Tax ID: R011297283

Name:	Title:	Date and Place of Birth:	Decidence Address:
THOMAS BRATTON MCGREGOR	PRESIDENT	1	7
			1

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: BRATTON MCGREGOR

Business Phone: 251-604-4776

Home Phone: 251-604-4776 Cell Phone: 251-604-4776

E-mail: BARGUY@BOTTLESUPMOBILE.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: 20240304141444875

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

Name of Property owner/lessor and phone number: USS ALABAMA BATTLESHIP COMMISSION

What is lessors primary business? COMMISSION

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? YES

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: 10000

Display Square Footage:

Building seating capacity: 50

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

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:

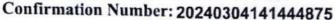


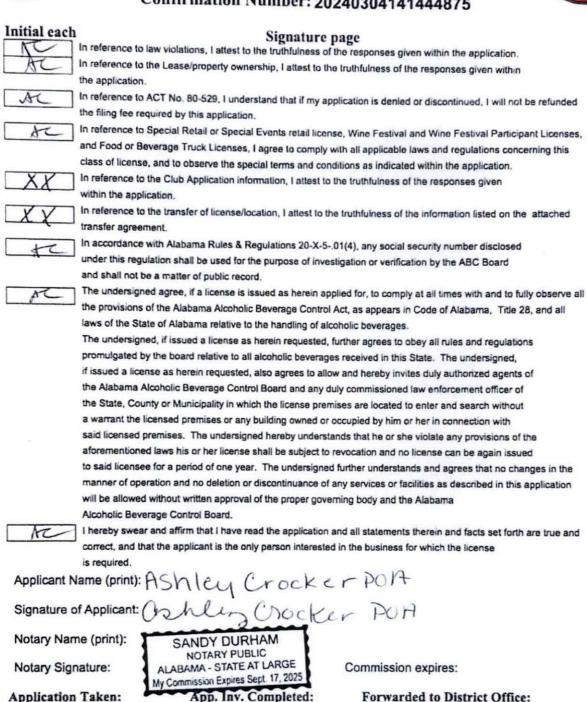
Submitted to Local Government:

Received in District Office:

STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD







Reviewed by Supervisor:

339

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240304141444875

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: 04/04/2024 Ending Date: 04/04/2024

Special terms and conditions for special event/special retail:

EVENT WILL TAKE PLACE ON APRIL 4, 2024 AT BATTLESHIP PARK.ENTRANCE/EXITS WILL BE CONTROLLED. BEER WINE AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

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: FIELD BY THE BAY IN BATTLESHIP PARK

Are there any special restrictions, instructions, and/or conditions for this license?:

EVENT WILL TAKE PLACE ON APRIL 4, 2024 AT BATTLESHIP

PARK.ENTRANCE/EXITS WILL BE CONTROLLED. BEER WINE AND LIQUOR

WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS

A NON RENEWABLE LICENSE.



U.S. Department of Justice Federal Bureau of Investigation Criminal Justice Information Services Division Clarksburg, WV 26306

DATE: 07-08-2021

THOMAS BRATTON MCGREGOR 10349 TAYLOR HARPER BLVD GRAND BAY AL 36541

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following

Subject Name

THOMAS BRATTON MCGREGOR

Search Completed Result

07-08-2021

E2021189000000211368

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Scott A. Rago Section Chief Biometric Services Section Criminal Justice Information Services Division

1. THE NAME OF THE CORPORATION		
BOTTLES UP MOBILE, INC		
2. THIS FORM WAS PREPARED BY:		
THOMAS B MCGREGOR		
3. THE STREET (NO PO BOXES) ADDRESS OF PRINCIPAL OFFICE:		
í		
MAILING ADDRESS IN ALABAMA OF PRINCIPAL OFFICE (IF DIFFERENT FROM STREET ADDRESS		
DIFFERENCE ADDRESS	<u>:</u>	
4. THE NAME AND STREET (NO FO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED A BE LOCATED IN ALABAMA);	T THE REGISTERED D	FFICE (MUST
THOMAS B MCGREGOR		
LVD		
MOBILE		
Mailing address in Alabama of Registered Office (if Different FROM STREET ADDRESS:		
	/FAD CARAS	Fice Use Only)
	/1 0.1300 01	PICE COS CALI)
5. FURPOSE FOR WHICH CORPORATION IS FORMED (THE PURPOSE INCLUDES THE		abama
TRANSACTION OF ANY LAWFUL BUSINESS FOR WHICH CORPORATIONS MAY BE NCORPORATED IN ALABAMA UNDER TITLE 10A. CHAPTER 2A OF THE CODE OF		Of State
	958-34	5 D/C
CATERING SERVICE - BAR AND ANY OTHER LEGAL FURPOSE		12/22/2021
	Time	15:54:00 \$100.00
	File	\$100.00
	County Exp	\$0.00
	Total	\$200.00

6. NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE: 1

PAR VALUE (OPTIONAL): 1,000

7. PERIOD OF DURATION SHALL BE PERPETUAL LINLESS STATED OTHERWISE BY AN ATTACHED EXHIBIT.

THOMAS B MCGREGOR B Mailing Address Mailing Address	8. INCORPORATOR(S)	
Mailing Address Mailing Address		
10 A Constant of the Constant	THOMAS B MCGREGOR B	Mailing Address
10. A director has no liability to the corporation or its stockholders for money damages for any action. Learn, or any failure to take any action, as a director except liability for (A) the amount of linandal benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or its stockholders. ATTACHED ARE ANY OTHER PROVISIONS THAT ARE NOT INCONSISTENT WITH LAW RELATING TO DRGANIZATION, CWNERSHIP, GOVERNANCE, BUSINESS, OR AFFAIRS OF THE CORPORATION. 12/22/2021 THOMAS B MCGREGOR PRESIDENT DATE ELECTRONIC SIGNATURE & TITLE/CAPACITY	ATTACHED ARE ANY OTHER PROVISIONS THAT ARE NOT II OWNERSHIP. GOVERNANCE, BUSINESS, OR AFFAIRS OF TI 12/22/2021	inconsistent with LAW RELATING TO ORGANIZATION, THOMAS B MCGREGOR PRESIDENT

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:

BOTTLES UP MOBILE, INC

This name reservation is for the exclusive use of THOMAS B MCGREGOR, 10349 TAYLOR HARPER BLVD, GRAND BAY, AL 36541 for a period of one year beginning December 22, 2021 and expiring December 22, 2022



RES992969

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.

December 22, 2021

Date

J. H. Marill

John H. Merrill

Secretary of State

Date of this notice: 12-27-2021

Employer Identification Number: 87-4118229

Form: SS-4

BOTTLES UP MOBILE INC 10349 TAYLOR HARPER BLVD GRAND BAY, AL 36541

Number of this notice: CP 575 A

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 documents, even if you have no employees. Please keep this notice in your permanent

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 not correct as shown above, please make the correction using the attached tear-off stub

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941 Form 940 04/30/2022 Form 1120 01/31/2023 04/15/2022

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 accounting period (tax year), see Publication 538,

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 from the IRS under the quidelines 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.

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



SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

BOTTLES UP MOBILE INC

North Control	State -		
CLO	R011297283	Booke De le	a 'marrial of da
SLS	R011297283	01/1/2023	12/31/2023

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

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

MAICS CODE: 722320

STATE OF ALABAMA DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

10349 TAYLOR HARPER BLVD GRAND BAY AL 36541-2801

City of Mobile Alcohol 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.

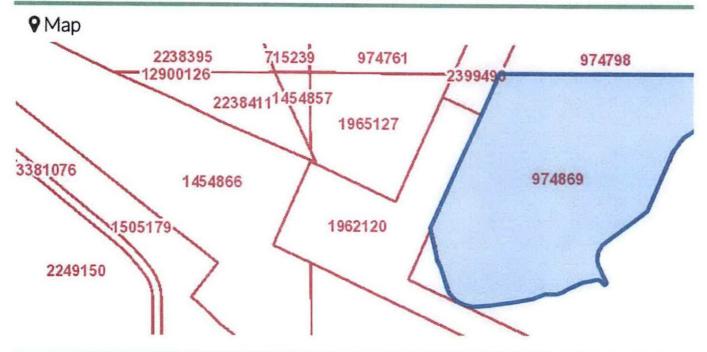
LEGAL DESCRIPTION OF PROPERTY (REQUIRED - contact the Map & Plat Room located at Mobile County

Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

	Ownership Type	C	Company Name
The above described property is	RENT/LEASED	to/by	Bottles Up Mobile Inc.
Who has applied for an ALABAMA A	ALCOHOLIC BEVERA	GE LICENS	SE at the above described location.
I hereby agree to allow the applicant application for sale of alcohol is being			cation notifying the general public than an
The applicant agrees that the NOTIC to remain posted until this application			OT be removed/discarded and will be required bile City Council.
Sworn to and subscribed before m			20
Notary Printed Name	Notary Signature		My (Notary) Commission Expires
Hollie Learne Thomas	Holli fear	u TUO	nua 5/22/2017
Notary Stamp	Owner of Property (Print	Name)	Applicant Name (Print Name)
Netary Public, Alabama State at Large			Braston M. Green
Holile Leanne Thomas Expires 5/22/2027	Owner of Property (Signat	ture)	Applicant Name (Signature)
-			4 m
	Address		
	2703 Battleship Pkwy M	Mobile Al 366	602
	City, State, Zip		
	Mobile A	L 3660	02
	Date Agreement Signed		Date Agreement Signed
			3/9/24
App Page 3 - Lease & Sign Agreement			

Mobile County Property Search

Key Number: 974869 For Year 2023



Property Details

Account

Mailing Address:

Exemptions:

64 N UNION ST

MONTGOMERY, AL 36130-3020

OTH - OTHER EXEMPTION. COMPLETELY EXEMPT For privacy reasons not all exemptions are shown online.

Key Number:	974869
Legal Description:	COMG AT INT NLY BANK PINTO PASS & W/L R1E RUN ELY N/B PINTO PASS 1000 FT(S) TO POB CONT ELY ALG N/B PINTO PASS & MOBILE BAY 3685 FT (S) TH N 379 FT(S) TH W 1400 FT(S) TH SWLY 1175 FT (S) TO POB #SEC 00 T4S R1W #MP30 01 00 0 007
Parcel Number:	3001000007001XXX
Type:	Real
Property Class:	2
Location	
Address:	2703 BATTLESHIP PKWY MOBILE, AL 36602
Owner	
Name:	ALABAMA STATE OF

My Place

Information for address: 2703 BATTLESHIP PKWY

Parcel Information:

Key / ID:

00974869 / R023001000007001.000

Owner:

Alabama State of 64 N Union St

Montgomery, Al 36130

Subdivision:

- Jurisdiction:
 City of Mobile
- Neighborhood Renewal District: Community Block Grant Area
- Revenue District:

2

- Township/Range/Section: 4s1e19
- Tract Census 2010: 001200
- Zipcode: Mobile

Historic District: N/A

XY Location(NAD83 State Plane Al West 102 Ft): X: 1806556.704 Y: 248451.800

Zoning:

Check zoning on Planning & Zoning

Services:

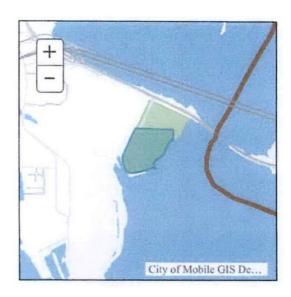
- Fire District:
 Fire Central Station 3
- · Police Precinct / Beat:

Precinct - 1 / Beat - 17

Community Action Group:

Garbage Pickup Day: N/A

Trash Pickup Day: N/A



Political:

- City Council District:
- 2 William Carroll
- County Commissioner District: 3
- State House District: 97
- . State Senate District: 33

School:

- Elementary School District: <u>Craighead</u>
- High School District:
 B C Rain
- Middle School District: Calloway Smith
- School Board District: 4

Flooding Information:

Flood Zone: Check flood zone on City Map



www.ussalabama.com

February 28, 2024

Bottles Up Mobile ATTN: Bratton McGregor 1006 New Saint Francis Street Mobile, Alabama 36604

Re: 2024 Boat Show on the Bay - USS ALABAMA Battleship Memorial Park

Dear Mr. McGregor:

This letter acknowledges the USS Alabama Battleship Commission ("Commission") will be providing space upon the premises of Battleship Memorial Park ("BMP") for an event in which Bottles Up Mobile, Inc. shall be authorized by the Commission to provide bar services. Bottles Up Mobile, Inc. shall be permitted by the Commission to sell and serve alcohol upon the premises of the BMP April 4-6, 2024.

Sincerely,

MG Janet L. Cobb, USA (Ret.)

Executive Director

City of Mobile Alcoholic Beverage License Application Alcohol License Application URBAN DEVELOPMENT ZONING APPROVAL

All boxes REQUIRED .. MUST be answered

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 Type			License Type				
OTHER (explain)		140- Special Event Retail					
Legal Business Name			Trade Name (DBA)			
Sottles Up Mobile Inc			Boat Show	30t NO C	Bay 2024		
Physical Address of Business			Building Square Fo	ootage	Building Stand alone or attached		
City	State	Zip Code	Did you include th	e REQUIRED draw	ring with this sheet?		
Hobile	AL	36602					
Business Contact Person							
Name	-	Title	Phone	Email			
Bratton McGregor President		1	barguy@bottlesupmobile.com				
URBAN DEVELOPMEN Parking Provided		MENT USE ONLY Required	Compliance	Zoning	Approved		
100+	N/		Yes	R-1	Yes		
As a government e	ntity the s	ubject site is ex	tempt from zonir	ng regulation	s.		
Print Name Payton Rogers		Signature	Digitally signed by W. Rogers Location: Mobile, A Contact Infu: 251-2 Date: 2024 03.15 15:14:13-05'00'	L	Date 03/15/2024		





AGENDA ITEM SUMMARY SHEET

Agenda of: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 packet Cover Memo 3/21/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/21/2024 - 11:23 AM

RESOLUTION

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)

Liquor License

Submitted by: MGM 107, Inc.

Location: Jet 2

1415 Dauphin Island Parkway

Mobile, AL 36605

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
03/14/2024	NEW APPLICATION	2024 - 5644	128478	3	March 26, 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						
	Alabama Alcoholic Beverage Control Board					
PO Box 1151 Montgomery	PO Box 1151 Montgomery AL 36101					
Gentleman,						
		consent to the ap	pplicant referenced below, which is located within the			
City's corporate limits, to the	issuance of:					
License Type(s)						
	050 - RETAIL BEER	(OFF PREMISE	S ONLY)			
	070 - RETAIL TABLE	WINE OFF DE	EMISES ONLY)			
Legal Business Name	070 - RETAIL TABLE	. WINE (OFF PK	ENISES ONLY)			
right Phillips	MGM 107 INC					
Trade Name (DBA)						
Trade Traine (DDA)	JET 2					
Location Address						
Location Address	1415 DAUPHIN ISLA	ND PARKWAY				
Charles To Call						
City, State, Zip Code	MOBILE AL	36605				
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 I

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CETY CLEDK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/14/2024	NEW APPLICATION	2024 - 5644	128478	3	March 26, 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							
PO Box 1151 Montgomery A	AL 36101						
Gentleman,							
The City Council of the City o	f Mobile does her	eby co	onsent to th	ne ap	plicant referenced b	pelow, which is	located within the
City's corporate limits, to the i	issuance of:						
License Type(s)							
	050 - RETAIL BE	ER (OFF PREM	IISES	ONLY)		
	070 - RETAIL TA	BLE	WINE (OF	PRE	EMISES ONLY)		
Legal Business Name							
	MGM 107 INC						
Trade Name (DBA)							
	JET 2						
Location Address							
	1415 DAUPHIN	ISLAN	ND PARKW	/AY			
City, State, Zip Code							
<i>311)</i> , <i>3111</i> , <i>21</i> , <i>2</i>	MOBILE	AL	36605				
Comments					Yours Very Truly,		
					Mobile City Counc	il President	

Applicant/POA Signature	Date	

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
03/14/2024	NEW APPLICATION	2024 - 5644	128478	3	March 26, 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

MGM 107 INC

Trade Name (DBA)

JET 2

Location Address

1415 DAUPHIN ISLAND PARKWAY

City, State, Zip Code

MOBILE

AL 36605

Contact Person Information				
Name	Title	POA	Phone	<u>Email</u>
AMITKUMAR R PATEL	PRESIDENT	NO		PCOW318@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? 0

01/01/2024

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

Application Date	Application Type		Application	Number	License Account #	Council District	Council Agenda Date		
03/14/2024	NEW APPLICAT		2024 -	56 4 4 128478		3	March 26, 2024		
License Type Applied for with Alabama ABC Board					2nd License Type Applied for with Alabama ABC Board				
	EER (OFF PREM	ISES ONLY)		070 - RETAIL TABLE WINE (OFF PREMISES ONLY)					
Business Inf									
Legal Business Name					Trade Name (DBA)				
MGM 107 INC					JET 2				
Business Structure Type Incorpora			Incorporation	on Date	SOS Entity ID	State	County		
CORP - CORPO			10/28/		001-046-730	AL	MONTGOMERY		
Federal Tax ID (FE	Federal Tax ID (FEIN) Alabama State Sales Tax		Tax ID	Business	Phone Number				
12.5	33086	R011913	830						
	treet Address, Suite #)			City		State	Zip Code		
	15 DAUPHIN ISLA				MOBILE	AL	36605		
Mailing Address (St	treet Address, Suite #, P	O Box)		City		State	Zip Code		
	15 DAUPHIN ISLA			MOBILE AL 3			36605		
Primary Business A	ctivity at the Location	Explain (other)		If Locatio	on Transfer, Previous Stree	t Address and Zip C	ode		
CONVENIENCE	STORE			N/A					
Contact Person Info	ormation	99.1	Inc. I	Phone	Email				
Name		Title	POA						
	AR R PATEL	PRESIDENT	NO	PCOW318@GMAIL.COM					
Legal Business Nam	BC License, Previo	us Licensee Inforn	nation	Trade Na	ime (DBA)				
angui anamica atun	N/A			Traue Na	ine (DDA)				
ABC License Type				License Number Any ABC Pending Actions					
Land/Building	Information								
Do you (the app	olicant) own or leas	e the property?	RENT/LEAS	E - SIGNI	ED and NOTARIZE	D LEASE ATTA	CHED		
	ime and/or Contact Per				Owner Phone Number	Property Owner Email			
	PARESH P	ATEL				PCOW31	8@GMAIL.COM		
Property Owner Mailing Address (Street Address, Suite ≠, PO Box)			City			Zip Code			
							•		
Bldg Square Footage	ping Seating Capacity	Restroom Facilities	Patio Area	Structure	Туре	License Covers			
2,500	0	YES	NO	SINGLE	STRUCTURE	ENTIRE STR	UCTURE		
	Do	the premises have	e a fully equ	ipped/op	erational kitchen?	NO			
Is the business used to habitually and principally				provide f	ood to the public?	NO			
Is the business equipped with services and facilities for						NO			
Will the business be operated primari					is a package store?	NO			

Applicant/POA Initials MI

	Partner(s) or Officer(s) Int	formation	C	opy of Drive	er's Licen	se Must Be Pro	vided for each Person
Full Name (Last, First, Middle)			Title		Driver's License	(State, Number)	
	PATEL, AMITKUMAR RAMES	SHBHAI	PRESIDENT		Т		
Home Address		City			State	Zip Code	
Date of Birth	irth Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone	number
	3						
Have you been	charged (whether convicted or not) with If Yes, Law Violation	any law violation(s) in the Arresting Agency	last ten (10) y	st ten (10) years? Arrest Date		Disposition	
NO							
Do you have ar	ny existing State of Alabama ABC license If Yes, Legal Business Name	(s) with any entity in your n Business DBA	ame?	Physical Le	ocation Add	ress (Street, City, 7	in Code)
YES	ANTRIX 2020 LLC	A1 STOP		Physical Location Address (Street, City, Zip Code) 928 TELEGRAPH ROAD MOBILE 366		•	
	JUBILEE SHELL LLC	CHIPS TO G	Ю		6851 US	S HWY 90 DAPHNE 36526	
	MALBIS SHELL LLC	CHIPS TO G	60	296	29640 STATE ROAD 187 DAPHNE 36526		
Full Name (La	st, First, Middle)		Title	ALT NO SERVICE		Driver's License	(State, Number)
	N/A						
Home Address	(Street Address, Apt/Unit #)		City.			State	Zip Code
Date of Birth	Date of Birth Place of Birth (City, State, Nation)		Social Sec	l Security Number		Mobile/Phone Number	
Have you been	charged (whether convicted or not) with If Yes, Law Violation	Arresting Agency	last ten (10) y	cars? Arrest Dat	e	Disposition	HI SP 200 SUBJURINGO SE SESSE
Do you have a	ny existing State of Alabama ABC license If Yes, Legal Business Name	(s) with any entity in your n Business DBA	ame?	Dhysical L	ocation Add	iress (Street, City, 2	Sin Code)
	T. T. C. J. S. G. S. T. L. T. C. S. T. L. T. C. S. T. S. T. C. S. T. S. T. C. S. T. S.	Piditica Pili		LIP, Maria Maria Maria		Market Control of the Service	
Power of Att	1 1 1 1 1 1				cense Must Be Provided for each Person		
Full Name (Last, First, Middle)		Little	Title		rth	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit#)		City.			State	Zip Code	Phone Number
Has	anyone, including manager or applicar	nt, had a City of Mobile, Fo	ederal/State	icense suspe	nded, revol	ked or declined?	NO
Has a liqu	ense for these premises ev	er been denie	ed, suspende	d, surrende	ered or revoked?	NO	
Are the appl	nly person(s), in any man	ner, intereste	ed in the busi	iness sough	t to be licensed?	YES	

Applicant/POA Initials ______

Owner(s),	Partner(s) or Officer(s) In	formation	C	opy of Driver's Lie	ense Must Be Pro	vided for each Person	
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 Sec	curity Number	Mobile/Phone N	Jumber	
			Social Security (vulneer		Mobile/Prione Number		
Have you been	charged (whether convicted or not) wi	th any law violation(s) in the	last ten (10)	years?			
	If Yes, Law Violation	Arresting Agency		Arrest Date	Disposition		
Do you have a	ny existing State of Alabama ABC licens	e(s) with any entity in your	iame?	L			
	Do you have any existing State of Alabama ABC license(s) with any entity in your If Yes, Legal Business Name Business DBA				Address (Street, City, Zip Code)		
Full Name (La	st, First, Middle)		Title		Driver's License (State, Number)		
	N/A						
Home Address	s (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) wi	th any law violation(s) in the	last ten (10)	years?			
	If Yes, Law Violation	Arresting Agency		Arrest Date	Disposition		
Do you have a	ny existing State of Alabama ABC licens If Yes, Legal Business Name	se(s) with any entity in your Business DBA	name?	Physical Location A	Address (Street, City, 2	(in Code)	
	_			,		•	
Additional 6	State of Alabama ABC License(s	and wet listed on Assalt					
Person Name		Business DBA	cation	Physical Location A	Address (Street, City, 2	in Code)	
			20				
AMIT R PATEL	LAKE FORREST 1 LLC	CHIPS TO	3O	292791	US HWY 98 DAI	PHNE 36526	
		-		-	-		
		-					

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



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

UKESH KUMAR

Title of Person Signing this Application

Owner/Applicant/POA Signature

Sworn to and subscribed before me this 14

day of March

20 24

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Sterner

November 19, 2025



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:

MGM 107 INC dba

JET 2

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 1415 DAUPHIN ISLAND PARKWAY, 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

March 26, 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.

R Shawn Skinner

licant/POA Signature Revenue Department Representative

CITY OF MOBILE REVENUE DEPARTMENT

March 14, 2024



JET 2

1415 DAUPHIN ISLAND PARKWAY

MOBILE, AL 36605 USA

ACCOUNT NUMBER: 128478 TERRITORY 3

INVOICE

BILL#	MTH/YR	DESCRIPTION	AMOUNT	PENALTY	INTEREST	AMOUNT
1748647	12/2024	ALCOHOL APPLICATION FEE APPLICATION	\$50.00	DUE \$0.0	DUE \$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

03/14/2024 01:09PM SHAWN S. 039106-0027

BUSINESS LICENSE

MGM 107 INC

128478

2024 Item: 1748647 ALCOHOL APPLICATION

FEE

\$50.00

\$50.00

Subtotal

\$50.00

Total

\$50.00

CASH

\$50.00

Change due

\$0.00

Paid by: MGM 107 INC



Comments: ABC APPLICATION FEE

Thank you for your payment

CUSTOMER COPY



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240212152334736

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: JET 2 Filing Fee: \$100.00

Applicant: MGM 107 INC Transfer Fee:

Location Address: 1415 DAUPHIN ISLAND PKWY MOBILE, AL 36605
Mailing Address: 1415 DAUPHIN ISLAND PKWY MOBILE, AL 36605

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 03 Type Ownership: CORPORATION

Book, Page, or Document info: 001-046-730

Do you sell Draft Beer?:

Date Incorporated: 10/28/2022 State incorporated: Al County Incorporated: MONTGOMERY

Date of Authority: 10/28/2022

Federal Tax ID: 88-4233086 Alabama State Sales Tax ID: R011913830

Name:	Title:	Date and Place of Birth:	Desidence Address:

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: AMITKUMAR PATEL

Business Phone: 334-414-0457

Fax:

Home Phone: 334-414-0457 Cell Phone: 334-414-0457

E-mail: BANDGI04@YAHOO.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: 20240212152334736

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

Name of Property owner/lessor and phone number: AMP PARKWAY LLC 407-325-1626

What is lessors primary business? GAS STATION OWNER

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: 2500

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

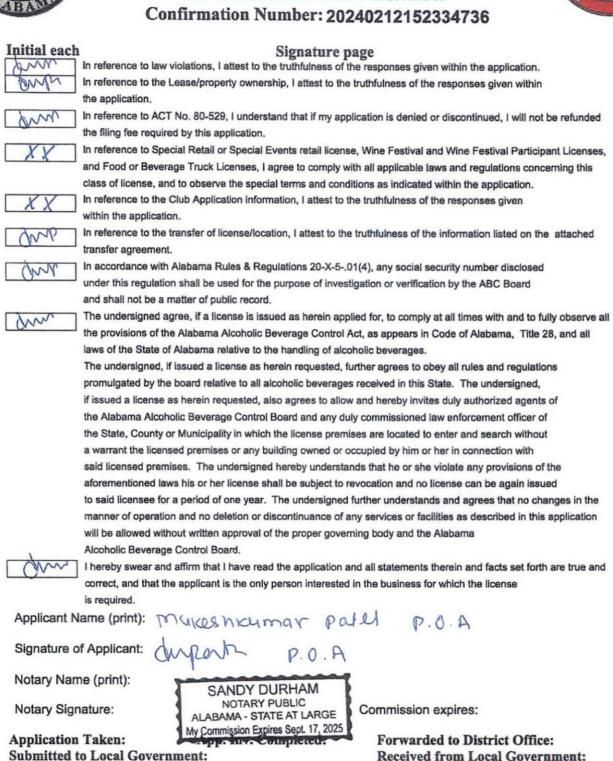
Name:	Violation & Date:	Arresting Agency:	Disposition:



Received in District Office:

STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD





Reviewed by Supervisor:

367

Forwarded to Central Office:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



Confirmation Number: 20240212152334736



Agent's Initials:

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?

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?: OTHER CONVENIENCE STORES

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.



ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115 334.676.6000 | WWW.ALEA.GOV



December 01, 2023

Dear Mr. 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 334-676-7700 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Criminal Justice Information Services Division

Alabama State Bureau of Investigation

Michael B. Taster

NAME: PATEL, AMITKUMAR RAMESHBHAI Certified Copy SOC:_____ ABI RESULT: IDENT alea document SID 12-01-2023 13:54 ALLEA0049 *ATN/ *OPR/AFIS *FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID *-CIVIL APPLICANT RESPONSE-REPORT DATE: __ _ *NAME STATE ID NO. FBI ID NO. *PATEL, AMITKUMAR R AL02329779 *SEX RACE BIRTH_DATE_HEIGHT WEIGHT EYE HAIR POB *M A __ _ 508 165 BLK BLK II *SOCIAL SECURITY SCARS-MARKS-TATTOOS *ALIAS NAMES * PATEL, AMITKUMAR RAMESHBHAI * PATEL, AMITKUMAR RAMESHBAI *FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION ******************* *LAST PAGE ON SID SEQ # 670 MRI # _____

Power of Attorney

BE IT ACKNOWLEDGED that I, Amitkumar R.Patel Authorized Sole Member of the MGM 107 INC., Alabama State Corporation Company with a mailing address of , 1415 Dauphin Island PKWY MOBILE, Alabama, 36605 the "Principal", do hereby grant a power of attorney to Mukeshkumar M. Patel of 1435 Simison Street Mount Vernon, Alabama, 36560-3443. as my "Attorney-in-Fact".

Said Attorney-in-Fact shall have full power and authority to undertake and perform all of the following acts on my behalf:

Sign the entire legal document that is include lease, Transfer License, utilities, Business licenses, Bank Account and Beer & Liquor license. Also handle day by day operation and all financial responsibility.

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein. My Attorney-in-Fact agrees to accept this appointment subject to its terms, and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my Attorney-in-Fact in its discretion deems advisable.

The Attorney-In-Fact shall be able to have the authority herein beginning December 8, 2023, and end if the Principal becomes incapacitated. In addition, this power of attorney shall immediately be voided upon a revocation form being authorized by the Principal.

This power of attorney is governed by the laws in the State of Alabama.

IN WITNESS WHEREOF, the undersigned has executed this power of Attorney on this December 8, 2023.

Date: 12/8/2023

Principal's Signature

Amitkumar R.Patel

ACCEPTANCE OF APPOINTMENT

1, Mukeshkumar M. Patel, the attorney-in-fact, hereby accept appointment as attorneyin-fact in accordance with the foregoing instrument.

Date: 12 8 2023

Attorney-in-Fact Signature

mmputel

STATE OF ALABAMA COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that Amittamar RPatel, whose name as sole Authorized member of MGM 107 INC., an Alabama State Corporation Company is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he as Member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 8th day of December, 2023.

NOTARY PUBLIC

My commission expire on 9-26-2026

[AFFIX SEAL HERE]

STATE OF ALABAMA COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that Mukeshkumar M. Patel, whose name is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 8th day of December, 2023.

NOTARY PUBLIC

My commission expire on 9-26-2026

[AFFIX SEAL HERE]

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 <u>Code of Alabama 1975</u>, 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 <i>Code of Alabama</i> Section 10A-1-5.04):
	MGM 107 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):AMITKUMAR PATEL.
	Street (No PO Boxes) address of registered office (must be located in Alabama):
	<u>1</u>
	*COUNTY of above address: MONTGOMERY
	Mailing address in Alabama of registered office (if different from street address):
	<u> </u>

(For SOS Office Use Only)

Alabama Sec. Of State

001-046-730 D/C

Date 10/28/2022

Time 10:14:00

File \$100.00

County \$100.00

Total \$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5.	Purpose for which corporation is formed:
	GAS STATION AND CONVENIENCE 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: 100 Par Value 10.000
	(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 Incorporation	tor(s):
•	erent from street address):
The name(s) of the Incorporator(s):	
	ator(s):
Mailing address of Incorporator(s) - (if diff	ferent from street address):
•	
	ator(s):
Mailing address of Incorporator(s) - (if dif	ferent from street address):
A director has no liability to the corporar failure to take any action, as a director, exc which he or she is not entitled; (B) an in violation of Section 10A-2A-8.32; (D) an	tion or its stockholders for money damages for any action taken, or any sept liability for (A) the amount of financial benefit received by a director to stentional infliction of harm on the corporation or the stockholders; (C) a intentional violation of criminal law; or (E) a breach of the director's duty ders.
Attached are any other provisions governance, business, or affairs of the	that are not inconsistent with law relating to organization, ownership, corporation.
County of Registered Agent is requested in or	rder to determine distribution of County filing fees.
10 / 28 / 2022	AMITKUMAR PATEL
Date (MM/DD/YYYY)	Signature as required by 10A-2A-1:20
	PRESIDENT
	Title

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:

MGM 107 INC

This name reservation is for the exclusive use of AMITKUMAR PATEL, 7633 LAKERIDGE DR, MONTGOMERY, AL 36117 for a period of one year beginning October 28, 2022 and expiring October 28, 2023



RES053967

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 28, 2022

Date

X. W. Merill

John H. Merrill

Secretary of State

Additional Details

-Incorporators		` `		
Incorporator		Street Address	Mailing Addres	SS
AMITKUMAR PATEL	V	~ ,	7	

Date of this notice: 10-28-2022

Employer Identification Number: 88-4233086

Form: SS-4

Number of this notice: CP 575 A

MGM 107 INC KWIK SHOP 4020 TROY HWY MONTGOMERY, AL 36116

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 88-4233086. 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 04/15/2023

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:

MGM 107 INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011913830	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

Deputy Commissioner

NAICS CODE: 457110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(5):

1415 DAUPHIN ISLAND PKWY MOBILE AL 36605-2256



LEGAL DESCRIPTION OF PROPERTY

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

Company Name

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.

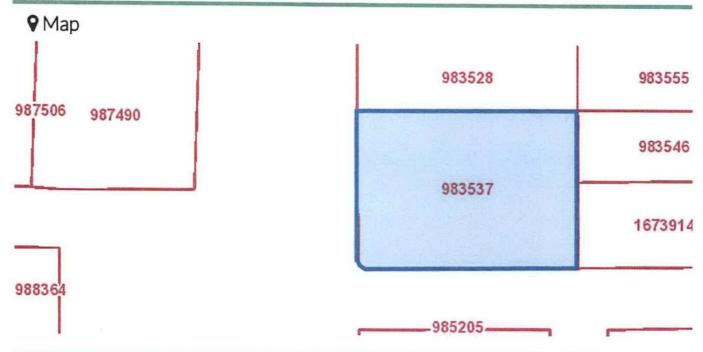
REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type

. The above described property is	Owned Leased to/	by mhm	107 INC	···
Who has applied for an ALABAMA ALC	OHOLIC BEVERAGE LICENS	SE at the above de	escribed location.	
I hereby agree to allow the applicant to for sale of alcohol is being considered	•	location notifying	the general public th	nan an application
The applicant agrees that the NOTICE remain posted until this application is a	- ·		discarded and will b	e required to
Sworn to and subscribed before	me this 5 day of	Murch	2024	
Notary Printed Name	Notary Signature	-	My (Notar)	y) Commission Expires
Komulben N. Patel	Komulben	N. Patel	May	15,2027
Notary Stamp	Owner of Property (Print Name)		Applicant Name (Print Na	me)
	Amp parkwa	my 11C	A1371十十十十	patel
NOTARY TELEMENTAL AUBLIC	Owner of Property (Signature)	-	Applicant Name (Signatur	<u></u>
HILL ALDERS OF SHIPE	FS.IWA	ŕ		· M
NOTARL TE	Street Address			<u>:</u>
S AUBLIC AS			•	
STATE ATMINISTRATION				
	2-20-24		Amt. L.	allen
My Commission Expires May 15, 2027	03-10 FSP	P		on Property Ownership

Mobile County Property Search

Key Number: 983537 For Year 2023



Property Details

Δ	_	_	_		_	4
-		•	\mathbf{a}	•	n	T

Key Number:

983537

Legal Description:

BEG AT NW COR OF LOT 21 BLK 2 BROOKLEY HGTS 1ST SECTOR MBK 3 PGS 667-679 TH RUN E ALG N/L OF LOT 21 191.37 FT TO TO NE COR OF SAID LOT 21 TH RUN S ALG E/L OF LOTS 21 & 22 135.0 FT TO SE COR OF SAID LOT 22 TH RUN W ALG S/L OF SAID LOT 22 181.37 FT TO PT TH RUN NWLY 15.71 FT ALG ARC OF CURVE TO RIGHT HAVING RADIUS OF 10 FT TO PT ON W/L OF LOT 22 TH RUN N ALG W/L OF LOT 22 & 21 125.0 FT TO POB #SEC 37 T5S R1W #MP32 02

37 0 001

Parcel Number:

3202370001039XXX

Type:

Real

Property Class:

2

Location

Address:

1413 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Owner

Name:

MERRITT AND WALDING PROPERTIES

Mailing Address:

3924 TRUMBULL CT

MOBILE, AL 36619-1251

My Place

Information for address: 1415 DAUPHIN ISLAND PKWY

Parcel Information:

Key / ID:

00983537 / R023202370001039.000

Owner:

Merritt and Walding Properties C/o Amp Parkway Llc 3924 Trumbull Ct

Mobile, Al 36619

Subdivision:

Jurisdiction:
 City of Mobile

- Neighborhood Renewal District:
- Revenue District:

3

- Township/Range/Section: 5s1w04
- Tract Census 2010: 002302
- Zipcode:

Mobile

Historic District:

N/A

XY Location(NAD83 State Plane Al West 102 Ft):

X: 1783377.126 Y: 234583.743

Zoning:

Check zoning on Planning & Zoning

Services:

- Community Action Group: Maysville
- Fire District:

Fire Station 16 Lathan

- Garbage Pickup Day:
 Friday-East Route E
- Police Precinct / Beat:

Precinct - 1 / Beat - 13

Trash Pickup Day/ Unit:
 Monday South - biweekly / Td-8



Political:

City Council District:

3 - C.j. Small

- . County Commissioner District: 1
- State House District: 103
- State Senate District: 33

School:

- Elementary School District: Maryvale
- High School District: Williamson
- Middle School District: Williamson Preparatory
- . 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.

STATE OF ALABAMA

LEASE AGREEMENT

THIS LEASE is made effective the 1st day of August 2023, by AMP Parkway, LLC, an Alabama limited liability company (hereinafter called the 'Lessor') and MGM 107, Inc, an Alabama corporation (hereinafter called "Lessee").

NOW, THEREFORE, it is agreed in consideration of the mutual covenants and promises hereinafter recited:

WITNESSETH:

- 1. PREMISES: Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept, and performed by Lessee, has leased and rented, and by these presents does lease and rent unto Lessee, and Lessee hereby agrees to lease and take upon the terms and conditions hereinafter set forth, the land and improvements located at: 1415 Dauphin Island Parkway, Mobile, AL 36605, together with all buildings and improvements located on said land, and together with and subject to all easements, rights, and appurtenances, if any, appearing of record and affecting said land (said land, buildings, improvements, easements, rights, and appurtenances being collectively referred to hereinafter as the "Leased Premises").
- 2. **TERM:** The term of the lease will commence on August 1, 2023, and terminate at 11:59 p.m. on July 31, 2033.

RENT

- During the term hereof, Lessee covenants and agrees to pay to Lessor for the Leased Premises, without previous notice or demand therefore, and without deduction, the sum of \$3,000.00 beginning August 1, 2023, an increase of 2% every year after until July 31, 2033, at which time Lessee has the option to renew for one (1) additional 5 year term with a 2% annual increase for each year.
- (b) Rent shall become delinquent if not paid by the fifth (5th) day of each month.
- (c) Lessee shall be required to pay Lessor interest on any rent due that has not been received by Lessor within five (5) days after its due date described in part (b) of this Paragraph. Said interest shall be computed at a rate equal to 12% annum, as announced as such on the date interest is to commence (herein referred to as the Default Rate').

IN WITNESS WHEREOF, the respective parties have caused this Lease to be executed as of the day and year first above written.

LESSEE:

MGM 107, Inc., an Alabama Corporation

Amitkumar Patel

Its: Managing Member

LESSOR:

AMP Parkway, LLC, an Alabama Limited Liability Company

CHRISTINE REDMOND My Commission Expires August 23, 2027

BY: Pareshkumar Patel

Its: Managing Member

17



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 ONI 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

MGM 107 INC

Trade Name (DBA)

JET 2

Location Address

1415 DAUPHIN ISLAND PARKWAY

Application Number

Notice Post Date @ Location

2024 - 5640

03/14/2024

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

March 26, 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

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.



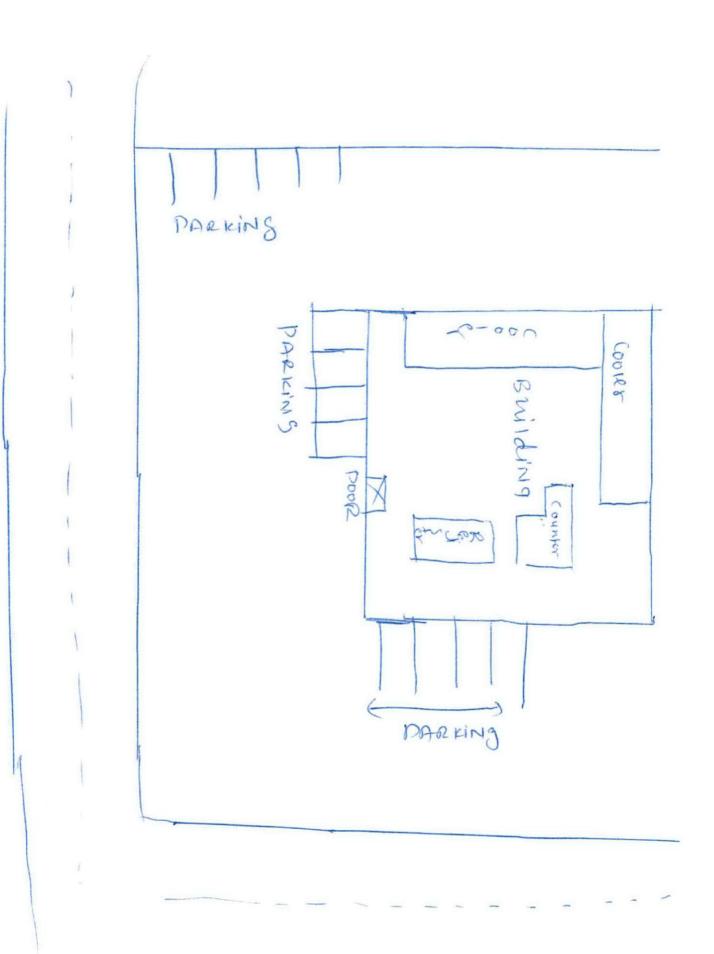
CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

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/Ty	pe			
Sole Proprietorship		New Busines	s	No □Yes		ence/Grocery Store			
Limited Liability Cor	npany (LLC)	New Owner		Relocation Date	-	Lounge/Bar			
Corporation						Store Restaurant			
					Other				
License Type Applied for with A	-		1						
019 - Lounge Retail Liquor (Class I) 011 - Lounge Retail Liquor (Class II) - Package Store 020 - Restaurant Retail Liquor (Class II) - Package Store 0020 - Restaurant Retail Liquor (Class II) - Package Store 0020 - Restaurant Retail Liquor (Class II) - Package Store 0020 - Restaurant Retail Liquor (Class II) - Package Store 0020 - Restaurant Retail Liquor (Class II) - Package Store 0020 - Restaurant Retail Liquor (Class II) - Package Store 0020 - Restaurant Retail Liquor (Class II) - Package Store 0020 - Restaurant Retail Liquor (Class II) - Package Store 0020 - Restaurant Retail Liquor (Class II) - Package Store 0020 - Restaurant Retail Liquor (Class II) - Package Store 0020 - Restaurant Retail Liquor (Class II) - Package Store 0020 - Restaurant Retail Liquor (Class II) - Package Store 0020 - Retail Store 0020 - R									
070 - Retail Wine (Off Pr									
140 - Special Events Reta	ail 📙 160 - Specia	l Events - More than	30 Days	200 Manufacturer	220 Brev	vPub			
Legal Business Name				Trade Name (DBA)					
mgm 10	TINC			Jet 2					
Company Physical Address (Stre	et Address, Suite #)			City	State	Zip Code			
1415 DAUPH	in Islan	od PKWY		mobile	. At	36605			
Business Contact Person Informati Name	ion	1	1 pt	1					
		Title	Phone	Email					
Amit parel	(OWHER	-5.5	1 64	ndyi 040	@ Yahio. com			
URBAN DEVELOPMENT DE	PARTMENT USE ON	LY							
Building Sq Footage	Parking Provided	Parking Required	Compliance	ce Zoning Approved					
2500	9+	9			B-2				
Comments				The same state of the same					
EXIST	ting con	VEHIENCE S	STORE	=					
Annual Company of the			*						
Print Name		Signature	197	. 1	Date	4 - 0			
CALDWELL C. L	WHISTLEM	Clud	o. Who	atten	3-10	4.2024			

Planning and Zoning





AGENDA ITEM SUMMARY SHEET

Agenda of: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 packet Cover Memo 3/21/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/21/2024 - 11:40 AM

RESOLUTION

Sponsored by: Councilmember Gina Gregory

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)

Liquor License

Submitted by:

MA Investments, LLC

Location:

Brothers Quick Stop 375 Cody Road North

Mobile, AL 36608

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	Type Application Number License Account #		Council District	Council Agenda Date
03/12/2024	TRANSFER - OWNERSHIP	2024 - 5640	128430	7	March 26, 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								
	Alabama Alcoholic Beverage	Control Board							
	PO Box 1151 Montgomery	AL 36101							
	Gentleman,								
	The City Council of the City of	of Mobile does hereby cons	sent to the app	olicant referenced below, v	which is located within the				
City's corporate limits, to the issuance of:									
License Type(s)									
	050 - RETAIL BEER (OFF PREMISES ONLY)								
	Legal Business Name	070 - RETAIL TABLE WII	NE (OFF PRE	MISES ONLY)					
	MA INVESTMENTS LLC								
	Trade Name (DBA)								
	Trade Name (DDA)	BROTHERS QUICK STO	OP						
	Location Address								
	Location Address	375 CODY ROAD NORT	тн						
		ore coprinent							
	City, State, Zip Code	MOBILE AL 3	86608						
Comments Yours Very Truly,									
				Mobile City Council Presid	ent				
	Applic	cant/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 I

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	Application Number License Account #		Council Agenda Date	
03/12/2024	TRANSFER - OWNERSHIP	2024 - 5640	128430	7	March 26, 2024	

NOTE: If this letter is altered, or changed in any way, it will not be accented by the

Alabama Alcoholic Beverage Control Board									
Alabama Alcoholic Beverage									
PO Box 1151 Montgomery AL 36101									
Gentleman,									
The City Council of the City o	f Mobile does he	reby co	onsent to the	he ap	plicant referenced below, which is located within the				
City's corporate limits, to the i	ssuance of:								
License Type(s)									
	050 - RETAIL B	EER (OFF PREM	/ISES	S ONLY)				
	070 - RETAIL T	ABLE	WINE (OF	F PR	EMISES ONLY)				
Legal Business Name	MA INVESTME	NTS L	LC						
Trade Name (DBA)	BROTHERS QU	JICK S	STOP						
Location Address									
	375 CODY ROA	AD NO	RIH						
City, State, Zip Code	MOBILE	AL	36608						
Comments					Yours Very Truly,				
					The state of the s				
					Mobile City Council President				

Applicant/POA Signature

Date

BUILD MOBILE PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: Lana Pafenbach-Gauthier

From:

Principal Planner 4. Logan Indusm

Date: March 18, 2024

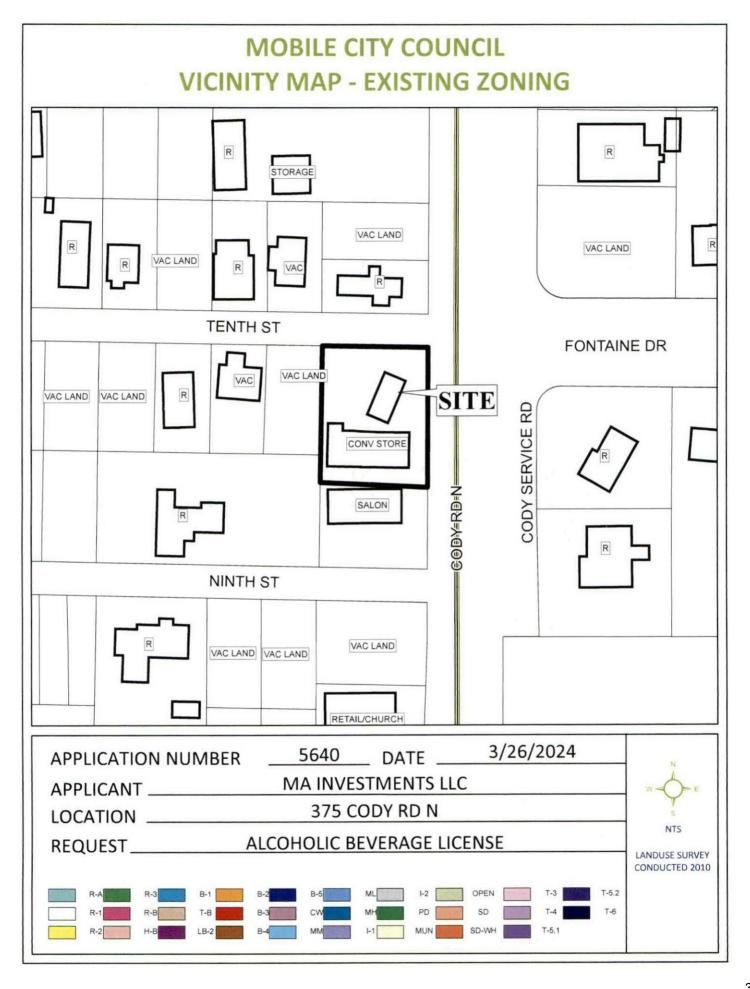
Re: Application # 5640 / 375 N Cody Rd

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1 and has a nonconforming status. This is to advise that a convenience store with retail beer and wine sales is a permitted use under the nonconforming status.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

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

The site is located in District #7, Gina Gregory (Council Member).



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
03/12/2024	TRANSFER - OWNERSHIP	2024 - 5640	128430	7	March 26, 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

MA INVESTMENTS LLC

Trade Name (DBA)

BROTHERS QUICK STOP

Location Address

375 CODY ROAD NORTH

City, State, Zip Code

MOBILE

AL 36608

Contact Person Information				
Name	Title	POA	Phone	<u>Email</u>
MADHOB K PAL	MEMBER	NO		MAINVESTMENTS2024@GMAIL.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?

02/01/2024

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

Application Date	Application Type		Application		License A		Council District	Council Agenda Date	
03/12/2024	TRANSFER - OV	VNERSHIP	2024 - 5640		128	3430	7	March 19, 2024	
License Type Appli	ed for with Alabama AB	C Board		2nd Licen	se Type App	lied for with	 Alabama ABC Board		
050 - RETAIL B	EER (OFF PREMI	SES ONLY)		070 - RE	TAIL TAB	LE WINE	(OFF PREMISE	ES ONLY)	
Business Inf									
Legal Business Name Trade Name (DBA)									
	MA INVESTME	NTS LLC				SERVICE PROPERTY.	RS QUICK STO)P	
Business Structure		to the second	Incorporation		SOS Entit	y ID	State	County	
SCHOOLS CONSTRUCTOR CONT.	LIABILITY COMPA		01/17/			16-590	AL	MOBILE	
Federal Tax ID (FE	IN)	Alabama State Sales		Business 1	Phone Numb	er			
99-07	769750	R011996	026	(2	51) 287-2	062			
Physical Address (S	Street Address, Suite #)			City			State	Zip Code	
	375 CODY ROA	D NORTH			MOBILE		AL	36608	
Mailing Address (S	treet Address, Suite #, P	O Box)		City			State	Zip Code	
	375 CODY ROA	D NORTH			MOBILE		AL	36608	
Primary Business A	activity at the Location	Explain (other)		If Locatio	n Transfer, F	revious Stree	t Address and Zip C	ode	
CONVENIENCE	E STORE						N/A		
Contact Person Info	ormation		1 1	Di		P :1			
Name		Title	POA	Phone		Email			
MADHO	OB K PAL	MEMBER	NO		*	MAINV	ESTMENTS20	24@GMAIL.COM	
If Transfer of A Legal Business Nan	BC License, Previo	us Licensee Inform	uation	Trada No	me (DBA)				
Legal Busiliess Ival	SOSIOT	I.C		1rade Na		PROTUE	RS QUICK STO	ND.	
ABC License Type						BROTHE	Any ABC Pending Actions		
		NEE DDEMICES	DNII AZ)	License N		10			
	AIL BEER/WINE (C	JFF PREMISES (JNLY)		01160634	9	NO PEN	DING ACTIONS	
Land/Building									
	olicant) own or leas		RENT/LEAS	E - SIGNE	ED and N	OTARIZEI	D LEASE ATTA	CHED	
Property Owner Na	ame and/or Contact Per			Property	Owner Phon	e Number	Property Owner Email		
	SHAHID ALI	ABBASI					AK9883484@GMAIL.COM		
Property Owner M	ailing Address (Street A	ddress, Suite #, PO Box	()	City			State	Zip Code	
							1		
Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	Type		License Covers		
2,550	0	YES	NO	SINGLE	STRUCT	URE	ENTIRE STRUCTURE		
	Do	the premises have	e a fully equ	ipped/op	erational l	kitchen?	NO		
Is	the business used	to habitually and	principally	provide f	ood to the	e public?	NO		
Is the bu	isiness equipped w	rith services and f	facilities for	on premi	ses consu	mption?	NO		
	Will the business be operated primarily as a package store?						NO		
		- Carana and Carana and Carana							

Applicant/POA Initials

Owner(s),	Partner(s) or Officer(s) Inf	ormation	1	Co	py of Driv	er's Licens	se Must Be Prov	ided for each Person
Full Name (La	st, First, Middle)			Title	Title Driver's License (State, Number)			
	PAL, MADHOB KUMAF	?		ļ	MEMBER			
Home Address	(Street Address, Apt/Unit #)			City			State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)			Social Sec	urity Numbe	r	Mobile/Phone N	umber
2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1								
Have you been	charged (whether convicted or not) with			ast ten (10) y				
	If Yes, Law Violation	Arresting	Agency		Arrest Dat	te	Disposition	
NO								
Do you have a	ny existing State of Alabama ABC license			ame?			(0. 0. 0.	0.11
	If Yes, Legal Business Name	Business I	DBA		Physical L	ocation Add	ress (Street, City, Zi	p Code)
YES	MS PETROLEUM LLC	DAUPH	IN STREET	SHELL		3000 D	AUPHIN STRE	ET 36606
Eall Manage /La	st, First, Middle)			T mid -			Deissels Liesses	(State, Number)
Full Name (La	MOTIN, ABDUL			Title	MEMBER		Driver's License	(State, Number)
Home Address	s (Street Address, Apt/Unit#)			City.			State	Zip Code
Home Address	s (Siteel Address, Aptroment			City			State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)			Social Sec	ecurity Number Mobile/Phone Number			lumber
	;							
Have you been	n charged (whether convicted or not) with	anv law viol	ation(s) in the l	ast ten (10) v	rears?			-
	If Yes, Law Violation	Arresting			Arrest Date Disposition			
NO			5 0					
Do you have a	ny existing State of Alabama ABC license			ame?	I m 17		(6: 6: 7	- C- 1-)
	If Yes, Legal Business Name	Business I			Physical Location Address (Street, City, Zip Code			
YES	DISCOUNT MARKET LLC	COTTAG	GE HILL CH	HEVRON	/RON 6400 CC		OTTAGE HILL ROAD 36609	
Power of At	torney (POA) Information			C	opy of Driv	er's Licen		vided for each Person
Full Name (La	st, First, Middle)		Title		Date of Bi	irth	Driver's License	(State, Number)
N/A Home Address (Street Address, Apt/Unit #)								
			City_			State	Zip Code	Phone Number
Has	anyone, including manager or applica	nt, had a Cit	y of Mobile, Fe	ederal/State	license suspe	ended, revol	ked or declined?	NO
Has a liq	uor, wine, malt or brewed beverage lic	ense for thes	se premises ev	er been deni	ed, suspende	ed, surrende	ered 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								YES

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 MADHOB K, PAL	Date of Applicati 03/12/	
Owner/Applicant/POA Signature MadWo FL	Title of Person Si	gning this Application
Sworn to and subscribed before me this 1	2 day of March	20 24
Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	2 Shown Sa	November 19, 2025



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:

MA INVESTMENTS LLC dba BROTHERS QUICK STOP

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

oso-retail beer (off premises only) and o70-retail table wine (off premises only) for the premises located at 375 CODY ROAD NORTH, 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

March 19, 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.

madelo Pel	R Shawn Skinner	
Applicant/POA Signature	Revenue Department Representative	

CITY OF MOBILE REVENUE DEPARTMENT

March 11, 2024



BROTHERS QUICK STOP

375 CODY ROAD NORTH

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 128430 TERRITORY 7

INVOICE

BILL#	MTH/YR	DESCRIPTION	AMOUNT	PENALTY	INTEREST	AMOUNT
			BILLED	DUE	DUE	PAID
1748197	12/2024	ALCOHOL APPLICATION FEE APPLICATION	\$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

03/12/2024 11:05AM SHAWN S. 039021-0016

BUSINESS LICENSE

MA INVESTMENTS LLC 128430 2024 Item: 1748197 ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

Total \$50.00

CASH \$50.00

Change due \$0.00

Paid by: MA INVESTMENTS LLC



Thank you for your payment CUSTOMER COPY



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

Confirmation Number: 20240226085655540



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:

SOSIOT LLC

Revised 9/08

Address: 375 N CODY RD

MOBILE, AL 36608

Telephone: 251-635-2232

NEW APPLICANT:

MA INVESTMENTS LLC

Address: 375 CODY RD N MOBILE, AL 36608

Telephone: 334-517-8539

Current License No: 050-011606349

070-011606349

LICENSED PREMISES ADDRESS: 375 CODY RD N MOBILE, AL 36608

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 24	day of February, 2024.
CURRENT LICENSEE (NAMED ON LICENSE)	NEW LICENSEE (APPLICANT)
Constance Brown	made Pal
Print Name: CONSTANLE BOWN	Print Name: MADHOB KUMAR PAL
Title: MEMDEV	Title: Meanber
WITNESS: (By ABC Enforcement) Sanda	Durkan



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



Confirmation Number: 20240226085655540

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

State:

County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State:

County:

Trade Name: BROTHERS QUICK STOP

Filing Fee:

Location Address: 375 CODY RD N

Applicant: MA INVESTMENTS LLC

MOBILE, AL 36608

Mailing Address:

375 CODY RD N

MOBILE, AL 36608

County: MOBILE

Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: LLC

Transfer Fee: \$100.00

Book, Page, or Document info: 001-116-590

Do vou sell Draft Beer?:

Date Incorporated: 01/17/2024 State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 01/17/2024

Federal Tax ID: 99-0769750

Alabama State Sales Tax ID: R011996026

Name:	Title:	Date and Place of Birth:	Residence Address:
ARDUI MOTIN	MEMBER	1,20	509
MADHOR KLIMAD BALL	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: MADHOB PAL Business Phone: 334-517-8539

Fax:

Home Phone: 334-517-8539 Cell Phone: 334-517-8539

E-mail: MKPAL08@YAHOO.COM

PREVIOUS LICENSE INFORMATION: Trade Name: BROTHERS QUICK STOP

Applicant: SOSIOT LLC

Previous License Number(s) License 1: 050-011606349 License 2: 070-011606349



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240226085655540

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

Name of Property owner/lessor and phone number: SHAHID ALI ABBASI AND HINA SHAHID ABBASI

251-802-2766

What is lessors primary business? BUSINESS PROPERTY RENTALS

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

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

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

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

Building Dimensions Square Footage: 2550

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:
	}		



Received in District Office:

STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240226085655540

Initial each	Signature page		
PU	In reference to law violations, I attest to the truthfulness of the responses given within the application.		
Pal	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within		
	the application.		
Pal	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.		
R	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached		
	transfer agreement.		
Pd	In accordance with Alabama Rules & Regulations 20-X-501(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.		
Pel	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe a		
	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.		
P.L	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 N	ame (print): MADHOB KUHAR PAL		
o: .	f Applicant: Madhlo Pul		
Signature o	Applicant:		
Notary Nam	ne (print): SANDY DURHAM		
Notary Ivan	NOTARY PUBLIC		
Notary Sign			
riolary olgi	My Commission Expires Sept. 17, 2025		
Application	Taken: App. Inv. Completed: Forwarded to District Office:		
	o Local Government: Received from Local Government:		

Reviewed by Supervisor:

Forwarded to Central Office:

FORM A

Name:	MADHOB K. PAL
Busine	ss Name: MA Investments LLC
Busine	ss Location and Tax ID No.: MOBILE, A375 Cody Rd N. Mobile, AL-36608. 99-0769750
	Official Use Only renship status confirmed by Date
	Proof of Citizenship Demonstration and Declaration
conductive citizens legible Note: I	for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. hip by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a copy of one of the following items. If the presented item does not show the person's current legal name, please also provide a copy of supporting document to
	the legal name change. Sheck which of the listed items has been provided.
	A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card. A birth certificate indicating birth in the United States or one of its territories. Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport. United States naturalization documents or the number of the certificate of naturalization. Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended. Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number. A consular report of birth abroad of a citizen of the United States of America. A certificate of citizenship issued by the United States Citizenship and Immigration Services. A certificate of citizenship issued by the United States Department of State. An American Indian card, with KIC classification, issued by the United States Department of Homeland Security. Final adoption decree showing the person's name and United States birthplace. An official United States military record of service showing the applicant's place of birth in the United States. An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States. AL-verify. A valid Uniformed Services Privileges and Identification Card. Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citi
	CITIZENSHIP DECLARATION
	Under penalty of perjury, I, MADHOB K. PAL , (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.
	Date 02.27.2024 madh Bul
	Declarant's Signature



ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115 | 334.676.6000 | WWW.ALEA.GOV



February 6th, 2024

Dear Mr. Pal,

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

Michael B. Tastos

Thirteen.

TCN:86_____ NAME: PAL MADHOR KUMAR SOC CERTIFIED COPY ABI RESULT: IDENT OF ALEA DOCUMENT SID 02-06-2024 12:32 *ATN/ *OPR/AFIS *FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID A.... REPORT DATE: 02-06-2024 *-CIVIL APPLICANT RESPONSE-STATE ID NO. FBI ID NO. *NAME *PAL, MADHOB KUMAR AL02703294 *SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB BL BLK 168 BRO *SOCIAL SECURITY SCARS-MARKS-TATTOOS *FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION ********************* *LAST PAGE ON SIC SEQ # 614 MRI #

and the second



ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET/SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115 | 334.676,6000 | WWW.ALEA.GOV



February 6th, 2024

Dear Mr. Motin,

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

Michael B. Trollers

Thirteen

TCN: NAME: MOTIN, ÁBDUL 50C ABI RESULT: IDENT CERTIFIED COPY OF ALEA DOCUMENT SID 02-06-2024 12:25 *ATN/TCN *OPR/AFIS *FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SIT REPORT DATE: 02-06-2024 *-CIVIL APPLICANT RESPONSE-FBI ID NO. STATE 'ID NO. *NAME AL02794283 *MOTIN, ABDUL HAIR POB *SEX RACE BIRTH DATE HEIGHT WEIGHT EYE BRO BLK ΒL 7 165 *M A SCARS-MARKS-TATTOOS *SOCIAL SECURITY OCCUPATION. *FILE NUMBER BIRTH DATE SOCIAL SECURITY ***************** *LAST PAGE ON SID SEQ # 598 MRI

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 <u>Code of Alabama 1975</u>, 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 <u>Code of Alabama</u> , Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply: MA INVESTMENTS LLC
2.	A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.
	The name of the registered agent (only one agent): MADHOB PAL
	Street (no PO Boxes) address of registered office (must be located in Alabama):
	*COUNTY of above address: MOBILE
	Mailing address in Alabama of registered office (if different from street address):
1.	The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama Sec. Of State

OOT-TIP	-290 DLI
Date	01/17/2024
Time	15:10:00
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:	
	O Series LLC complying with Title 10A, Chapte	er 5A, Article 11
	O Professional LLC complying with Title 10A,	Chapter 5A, Article 8
	Non-Profit LLC complying with Section 10A	-5A-1.04(c)
6.	6. The filing of the limited liability company is effective immediately on the date received by the office of the Secret of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified this filing complying with Section 10A-1-4.12 The undersigned specify 1 /17 /2024 as the effective date (must be on or after the date filed in office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the tion of filing to be 3 : 10 O AM or PM. (cannot be noon or midnight 12:00)	
atta	Attached are any other matters the members of the chments with the filing).	determine to include herein (if this item is checked there must be
	1 / 17 / 2024	MADHOB PAL
Dat	te (MM/DD/YYYY)	Signature as required by 10A-5A-2.04
		MEMBER
		Typed title (organizer or attorney-in-fact)
		•
*Ĉċ	ounty of Registered Agent is requested in order to de	forming distributions of the Service To

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

Additional Details

- Organizers			
Organizer	Street Address	Mailing Address	
ABDUL MOTIN			
MADHOB PAL			
		,	

IRS DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE PHILADELPHIA PA 19255-0023

002007.556143.37934.13642 1 MB 0.571 920

Date of this notice: 01-22-2024

Employer Identification Number: 99-0769750

Form: SS-4

Number of this notice: CP 575 C

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

IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

MA INVESTMENTS LLC Z MADHOB PAL MBR

002007

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-0769750. This EIN will identify your entity, 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 visit, www.irs.gov/

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 941 Form 1065 Form 940

04/30/2024 03/15/2025 01/31/2025

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

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 of 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 Election. See Form 8832 and its instructions for additional information.

2024



SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

MA INVESTMENTS LLC 375 CODY RD N MOBILE, AL 36608-4662

SLS	АССОИНТ NUMBER R011996026	02/1/2024	EXPIRATION DATE 12/31/2024	ļ
SLS	R011996026	02/1/2024		

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.

NAICS CODE: 445131

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Janua W. Stathponles

Deputy Commissioner



LEGAL DESCRIPTION OF PROPERTY

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.

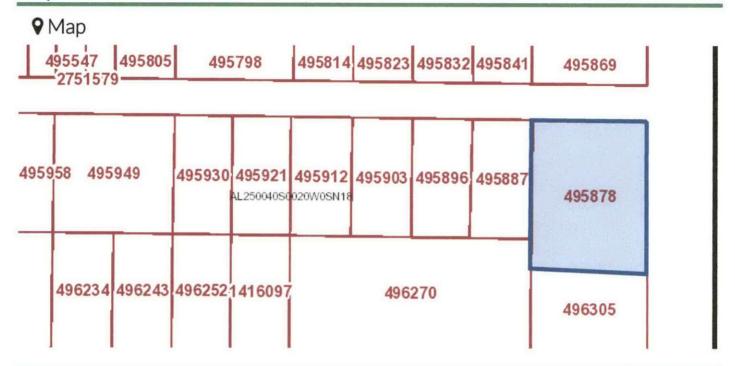
REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251,574,8535) or this should be included on your deed and/or lease paperwork

LOTS 30, 31, 32, 33834 BLK 20 MOBILE TERRACE SUB DBK 156

PG 540 # SE	C 18 T45	S R2W # MI	P28 01	4181	003	
		Otomowskia T				
T1	-	Ownership Type		ompany Nan	ne	
The above describe	ed property is	Owned Mileased	to/by	MA	Investonea	ts LLC
Who has applied for an A	ALABAMA ALCO	DHOLIC BEVERAGE LI	CENSE at	the above	e described location	-
I hereby agree to allow the for sale of alcohol is being	he applicant to	post a NOTICE sign a				
The applicant agrees that remain posted until this a	it the NOTICE sli application is ap	gn will be posted and proved by the City of	I will NOT b Mobile City	e remove / Council	ed/discarded and wi	II be required to
	scribed before m	e this 27th day of	Febr	ucry	2024	
Hotobe Bi	yan	Notary Signature Notali	: Bu	per		116/2626
Notary Stamp	0	Owner of Property (Print Na	me)	V	Applicant Name (Print	Name)
	Vi)	AHID ALI 1	4BBA	151	MADHOB W	CUMAR PAL
	,) 4	Owner of Property (Signatur			Applicant Name (Signa	iture)
					madel	Fel
					Street Address	•
					-	
The same of the sa	4	Date Agreement Signed	202	1	_	5
	_	Their	MA	<u></u>	02/27/2	1024
		1 manufacture of the second			Applica	ntion Property Ownershi

Mobile County Property Search

Key Number: 495878 For Year 2023



Property Details

Account					
Key Number:	495878				
Legal Description:	LOTS 30,31,32,33 & 34 BLK 20 MOBILE TERRACE SUB DBK 156 PG 540 #SEC 18 T4S R2W #MP28 04 18 1 003				
Parcel Number:	2804181003043XXX				
Type:	Real				
Property Class:	2				
Location					
Address:	353 N CODY RD MOBILE, AL 36608				
Owner					
Name:	ABBASI SHAHID ALI				
Mailing Address:	418 PASCO RD				
	GARLAND , TX 75044-3203				
Exemptions:	For privacy reasons not all exemptions are shown online.				

My Place

Information for address: 375 CODY RD N

Parcel Information:

Key / ID:

00495878 / R022804181003043.000

Owner:

Abbasi Shahid Ali 430 Buckingham Rd Apt 1610

Richardson, Tx 75081

Subdivision:

· Jurisdiction:

City of Mobile

· Neighborhood Renewal District:

Mobile Terrace Community Block Grant Area

· Revenue District:

7

· Township/Range/Section:

4s2w18

Tract Census 2010:

006402

· Zipcode:

Mobile

•

Historic District:

N/A

XY Location(NAD83 State Plane Al West 102 Ft):

X: 1745989.248

Y: 254616.081

Zonina

Check zoning on Planning & Zoning

Services:

· Community Action Group:

Mobile Terrace

· Fire District:

Fire Station 1 Lloyd J Freeman

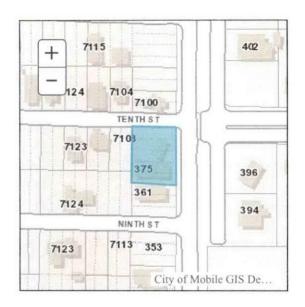
Garbage Pickup Day:

Tuesday-West - Route Annex

Police Precinct / Beat:

Precinct - 4 / Beat - 45

Trash Pickup Day/ Unit:
 Friday North - biweekly / Td-4



Political:

City Council District:

7 - Gina Gregory

• County Commissioner District: 2

State House District: 99

State Senate District: <u>33</u>

School:

Elementary School District:

Taylor White

High School District:

Baker

· Middle School District:

Scarborough

School Board District: 1

Flooding Information:

Flood Zone:

Check flood zone on City Map

STATE OF ALABAMA

COUNTY OF MOBILE

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on February 1, 2024 is between:

The Lessor is a business entity known as Shahid Ali Abbasi AND Hina Shahid Abbasi with mailing address of 418 Pasco Rd Garland TX 75044, hereinafter referred to as the "Lessor." AND

The Lessee is a business entity known as MA Investments LLC, with the mailing address of the Property's Address,8521 Bluebeard Ln Mobile Al 36695 hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described retail space located at: 375 N Cody Rd Mobile AL 36608

Hereinafter referred to as the "Premises"

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on February 1, 2024 and expire at Midnight on December 31, 2028 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$2700.00 from February, 2024 to June 1, 2024 for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent." After June 2024, on July 1, 2024 to December 1, 2026 \$3,000.00 and after December 1, 2026 rent will increase 10% yearly Till December 2028.

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 5th of every month. Lease is for a period of 5 years with the option to renew the lease for 5 years more, with a change of rent fee.

Rent shall be paid by the Lessee to the Lessor's aforementioned mailing address.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$100.00 in addition to any late fee.

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LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of 10% of the monthly rent amount per occurrence if payment is not made after the 1st day after it is due.

EXPENSES.: It is the intention of the Parties, and they hereby agree, that in addition to the Rent, the Lessee shall be obligated to pay the following expenses to the Lessor on a per month basis:

COMMON AREA MAINTENANCE (CAM'S) – The Lessee shall be responsible for all costs related to the parking area maintenance, snow removal, landscaping, trash removal, janitorial services, and security systems on the Premises.

INSURANCE – The Lease shall provide and maintain personal liability and property damage insurance. The Lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease Agreement. The insurance shall protect and indemnify the Lessor of any injury, death, or property damage to occur on the property to the limits of \$1,000,000.00. The Lessee will pay costs of Insurance

UTILITIES. The Lessee shall be responsible all the utilities on the Premises:

SECURITY DEPOSIT. A security deposit in the amount of \$5,000.00 shall be due and payable in advance upon the signing of this Lease and which amount shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease.

Provided the Premises is returned to the Lessor in the same condition as the Start the Initial Term, less any normal "wear and tear", the Lessee shall have their Security Deposit amount of \$5,000.00 returned within 30 days.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. There shall not be any parking provided to the Lessee.

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

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Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encounter the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstances shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lesse.

LICENSES AND PERMIT. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTANCE. The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of lights bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. In the event of a sale property the lessee has 1st option to buy the property if 3rd party buy this lease agreement have to follow through the period.

HVAC MAINTANCE. Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating, and air conditioning equipment located on the Premises exclusive of any such equipment or part thereof which may exclusively serve the Leased Premises, in which case the Lessee shall be responsible for such maintenance. Lessee shall reimburse the Lessor, as Additional Rent, for Lessee's Percentage of the amount by which the cost of such maintenance and inspection.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not require to,

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obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceeded an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms said Lease for a period of more than 15 days,

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after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been cured within 30 days from receiving such notice, unless the Lessor needs more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Legal Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Alabama. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgement made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.





BANKCRUPTCY – INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lesse shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or windows of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and repair all damages caused or resulting from such removal.





PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lesse at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

COVERNING LAW. This Lease shall be governed by the laws of the State of Alabama.

NOTICES. Notices shall be addressed to the following:

8521 Bluebeard Ln Mobile Al 36695

I pl An

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature

Date 01-26-202L

SHAHID ALI ABBASI (LANDLORD)

HINA SHAHID ABBASI

LESSEE SIGNATURE

Signature About metin Date 01.26.2024

Abdul Motin

Signature Made Rel

Date 01, 26, 2024

MADHOB KUMAR PAL

NATALIE BRYAN Y COMMISSION EXPIRES 2/14/2026

& M Am

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of	Texas			
County of	Dallas			

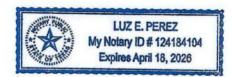
On this 2 Lday of January, 2024, before me appeared Shahid Ali Abbasi' as the LESSOR(S) of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that he/she/they are executed the same as their free act and deed.

Notary Public Signature: Suz & Serez

Print Name: LUZ E. PEREZ

My Commission expires: <u>04-18-2026</u>

Seal)



ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Texas

County of Dallas

this 26 day of January, 2024, appeared

Proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that he/she/they are executed foregoing instrument and acknowledged that him/ her/ they executed their free act and deed.

Notary Public Signature: Luz & Lang
Print Name: LUZ E. REREZ

My Commission expires: 04-18-2026

Seal)



ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Texas
County of Dallas, ss.
On this 26 day of January, 2024, before me appeared
Shahid Ali Abbasi, as the LESSOR(S) of this Commercial Lease Agreement
who proved to me through government issued identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.
Notary Public Signature: Luy & Ling
Print Name: LUZ E. PEREZ
My commission expires: 04-18-2026
(Seal)

LUZ E. PEREZ My Notary ID # 124184104 Expires April 18, 2026

& Pd Am

ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Abboung
County of Mobile, ss.
On this 26th day of Convery, 20 24, before me appeared
, as the LESSE(S) of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed. Notary Public Signature: Databa Bregor
Print Name: Hatalie Bryon
My commission expires: 2/16/2026
(Seat)

Sz pl An



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

MA INVESTMENTS LLC

Trade Name (DBA)

BROTHERS QUICK STOP

Location Address

375 CODY ROAD NORTH

Application Number

Notice Post Date @ Location

2024 - 5640

03/12/2024

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

March 19, 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

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		New Business		No Yes	1=	ence/Grocery Store	
Limited Liability Company (LLC)		New Owner		Relocation Date	_	Lounge/Bar	
Corporation		Location Change		Relocation Date	Package Other	Store Restaurant	
License Type Applied for wit	h AL ABC Board (MUST ma	atch with ABC Board) - che	eck ALL that ap	ply			
010 - Lounge Retail L	iquor (Class I) 🔲 01	1 - Lounge Retail Liq	uor (Class II) - Package Store	020 - Resta	urant Retail Liquor	
040 - Retail Beer (On	/Off Premises) 🔳 05	0 - Retail Beer (Off Pr	remises Only	v) 🗌 060 Retail 7	Table Wine (O	n/Off Premises)	
070 - Retail Wine (Off	Premises Only) 0	90 - Wholesale - Beer	100 - W	holesale - Wine	110 - Wholesa	ale - Beer & Wine	
140 - Special Events F	Retail 160 - Specia	l Events - More than :	30 Days	200 Manufacture	220 Bres	wPub	
Legal Business Name				Trade Name (DBA)			
MA INVESTMENTS LLC				BROTHERS QUICK STOP			
Company Physical Address (Street Address, Suite #)				City	State	Zip Code	
3	NORTH	MOBILE		AL	36608		
Business Contact Person Information Name MADHOB K PAL	nation	Title MEMBER	Phone	Email		2024@GMAIL.COM	
URBAN DEVELOPMENT	DEPARTMENT USE ON	LY					
Building Sq Footage	Parking Provided	Parking Required	Compliance		Zoning	Approved	
2550	9+	9	Yes		R-1 NCU B-2	Yes	
Comments			ALL SECTION				
	enience store with usly addressed as		N.				
Print Name		Signature			Date		
Logan Anderson		A. Logan Onderson		03/18/2024			

Parkins Bathroom BARBER Quick STOP 375, Cody Rd North SHOP 方 Parkin3 POOKIN

South -

Cody Rd.

-> NORTH

Skinner, Shawn

From:

Anderson, Logan

Sent:

Monday, March 18, 2024 1:03 PM

To:

Skinner, Shawn; Rogers, Payton; Williams, Elkie; Screws, Tracy

Subject:

RE: FW: ABC APPROVAL REQUEST - MA INVESTMENTS LLC dba BROTHERS QUICK STOP

Attachments:

BROTHERS QUICK STOP 001.pdf

Attached is the approved form. I exchanged their drawing for a previously approved parking layout sketch.

Logan Anderson

Principal Planner
Planning & Zoning
BUILD OBILE

dlogananderson@cityofmobile.org

(251) 208-5895 main

From: Skinner, Shawn <shawn.skinner@cityofmobile.org>

Sent: Monday, March 18, 2024 12:06

To: Rogers, Payton <payton.rogers@cityofmobile.org>; Anderson, Logan <dlogananderson@cityofmobile.org>; Williams,

Elkie <elkie.williams@cityofmobile.org>; Screws, Tracy <tracy.screws@cityofmobile.org>

Subject: RE: FW: ABC APPROVAL REQUEST - MA INVESTMENTS LLC dba BROTHERS QUICK STOP

Payton,

Can you approve this now with the new sketch? Thank you



SHAWN SKINNER CUSTOMER SERVICE SUPERVISOR REVENUE DEPARTMENT

City of Mobile
P. 0. BOX 3065
MOBILE, AL. 36652-3065
Office (251) 208-7865
Cellular (251) 605-0633
Fascimile (251) 208-7954
shawn.skinner@cityofmobile.org

From: Skinner, Shawn

Sent: Thursday, March 14, 2024 6:33 AM

To: Rogers, Payton <payton.rogers@cityofmobile.org>

Subject: FW: FW: ABC APPROVAL REQUEST - MA INVESTMENTS LLC dba BROTHERS QUICK STOP

New sketch



SHAWN SKINNER CUSTOMER SERVICE SUPERVISOR REVENUE DEPARTMENT

City of Mobile P.O. BOX 3065 MOBILE, AL. 36652-3065 Office (251) 208-7865 Cellular (251) 605-0633 Fascimile (251) 208-7954 shawn.skinner@cityofmobile.org

From: Brothers Quick Stop <mainvestments2024@gmail.com>

Sent: Wednesday, March 13, 2024 10:34 PM

To: Skinner, Shawn <shawn.skinner@cityofmobile.org>

Subject: Re: FW: ABC APPROVAL REQUEST - MA INVESTMENTS LLC dba BROTHERS QUICK STOP

CAUTION: External Email

Dear Gentleman,

We Have Four More Parking Spaces Under the Canopy, We forgot to mention it. As of now our total parking space is 11. I have attached you New Parking Map.

Thank you, Madhob Pal MA Investments LLC

On Wed, Mar 13, 2024 at 12:55 PM Skinner, Shawn <shawn.skinner@cityofmobile.org> wrote:

Pal,

See Payton's email below. Please edit and return



SHAWN SKINNER CUSTOMER SERVICE SUPERVISOR REVENUE DEPARTMENT

City of Mobile P.O. BOX 3065 MOBILE, AL. 36652-3065 Office (251) 208-7865 Cellular (251) 605-0633 Fascimile (251) 208-7954 shawn.skinner@cityofmobile.org

From: Rogers, Payton <payton.rogers@cityofmobile.org>

Sent: Wednesday, March 13, 2024 12:33 PM

To: Skinner, Shawn <shawn.skinner@cityofmobile.org>

Cc: Williams, Elkie <elkie.williams@cityofmobile.org>; Anderson, Logan <dlogananderson@cityofmobile.org>

Subject: ABC APPROVAL REQUEST - MA INVESTMENTS LLC dba BROTHERS QUICK STOP

Shawn,

They are required to have 9 parking spaces and the site plan only illustrates 7. A revised plan will be required illustrating compliance.

Best Regards,

Payton W. Rogers, CAPZO

Planner II

Planning & Zoning



payton.rogers@cityofmobile.org

(251) 208-7092 direct



From: Williams, Elkie <elkie.williams@cityofmobile.org>

Sent: Wednesday, March 13, 2024 8:50 AM

 $\textbf{To:} \ Anderson, Logan < \underline{dlogananderson@cityofmobile.org} >; \ Green, \ Tiffany < \underline{greent@cityofmobile.org} >; \ Rogers, \ Payton$

<payton.rogers@cityofmobile.org>; Taylor, Jackson <<u>jackson.taylor@cityofmobile.org</u>>; Whistler, Caldwell CW

<whistler@cityofmobile.org>; York, Marie <marie.cross@cityofmobile.org>

Cc: Skinner, Shawn <<u>shawn.skinner@cityofmobile.org</u>>; Screws, Tracy <<u>tracy.screws@cityofmobile.org</u>> Subject: PAYTON FW: ABC APPROVAL REQUEST - MA INVESTMENTS LLC dba BROTHERS QUICK STOP

Importance: High

PAYTON,

ABC APPROVAL REQUEST. THANK YOU.

Best Regards,

Elkie Williams

Secretary I

Planning & Zoning



elkie.williams@cityofmobile.org

(251) 208-5895 MAIN

LUNCH HOURS: 1:00 PM - 2:00 PM



The Planning & Zoning office hours are: Monday, Tuesday, Thursday, and Friday 8am to 3pm and Wednesday 8am to 1pm.

UPCOMING HOLIDAYS:

- SAINT PATRICK'S DAY SUNDAY, MARCH, 17, 2024 ⊕ 💂 ♥ ♥ 🕏 @ IE 🎮 1 7 🏇
- EARTH DAY MONDAY, APRIL 22, 2024 ♥ ♥ ♠ ♦ 🕏 🚮 🔘 ♥
- ADMINISTRATIVE PROFESSIONALS DAY WEDNESDAY, APRIL 24, 2024 🕍 🚇 🗂 🗄 🖃 📝 🖫 🔀
- ARBOR DAY FRIDAY, APRIL 26, 2024 A T

From: Skinner, Shawn <shawn.skinner@cityofmobile.org>

Sent: Wednesday, March 13, 2024 8:41 AM To: Planning cityofmobile.org>

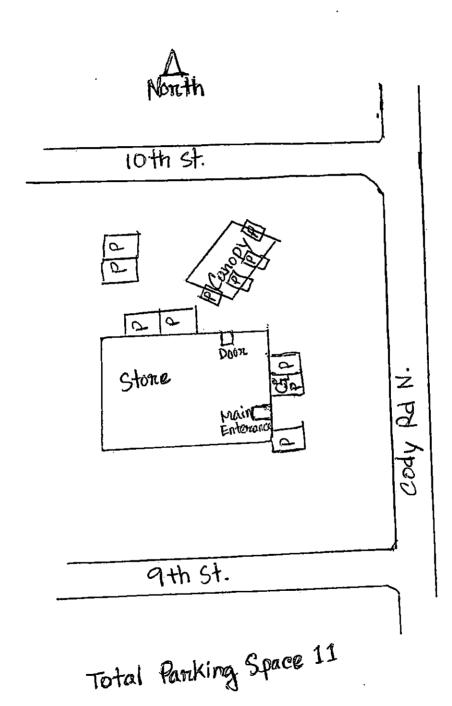
Subject: PAYTON FW: ABC APPROVAL REQUEST - MA INVESTMENTS LLC dba BROTHERS QUICK STOP

See Attached



SHAWN SKINNER CUSTOMER SERVICE SUPERVISOR REVENUE DEPARTMENT

City of Mobile P.O. BOX 3065 MOBILE, AL. 36652-3065 Office (251) 208-7865 Cellular (251) 605-0633 Fascimile (251) 208-7954 shawn.skinner@cityofmobile.org Brothers Quick Stop 375 Cody Rd N. Mobile, AL-36608



A Task

East

Huoc



AGENDA ITEM SUMMARY SHEET

Agenda of: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 resolution Cover Memo 3/21/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/21/2024 - 11:44 AM

RESOLUTION

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT International Drive be honorarily renamed "Honorary Lee Dell Scarborough Drive".

Adopted:		
Citv Clerk	 	



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	11 Cases
Council District 2	William Carroll	4 Cases
Council District 3	C J Small	4 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	1 Case
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1655

Effective Date of Contract:

3/26/2024

Funding Source

Project # Weed Lien Group 1655

Project String

Discretionary Funds

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date

Declare weeds noxious,
Group 1655

Resolution Cover Memo 3/21/2024

REVIEWERS:

Department Reviewer Action Date
Municipal 3/21/2024 -



TO:

Lana Gauthier, City Clerk's Office

FROM:

Gary Jackson, Deputy Director

DATE:

April 19, 2024

SUBJECT:

WEED LIEN GROUP 1655

Attached, please find Assessment Lists for Weed Lien Group Number 1655 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):

3/26/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

4/30/2024

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.

******* OFFICE USE*******

NUISANCE PHOTOS (DATED):

4/28/2024

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER:

4/11/2024

LEGAL NOTICE ADS:

4/17/2024-4/24/2024

POSTING DATE:

4/23/2024

Copy to: Marchetta Taite

	WEED LIEN						
				Res. No.			
3,	/26/2024	LO ⁻	TS TO BE DECL	ARED			8-
	/30/2024	LOTS	FOR PUBLIC H	IEARING		5	8-
	//2023	LOTS TO	BE ASSESSED	FOR COST		5	8-
	//		OLD SRO		Amount	Dis	N/A
No.		Address	CASE #	CASE #	Assessed		CBC
1	3301 Spring	hill Ave	32449	35145		1	
	1814 Toulm		33454	35404		1	
3	1824 Toulm	nin Ave	32534	35405		1	
	1853 Toulm		15304	35406		1	
	1051 Toulm		33508	35407		1	
	2308 Hollar		27719	35408		1	
_	2617 Gold A		30341	35410		1	
	2079 Victor		24968	35411		3	
	311 Ogden		31889	35412		1	
	353 Ogden		31887	35414		1	
	351 Ogden		31888	35415		1	
	2513 McArt		32073	35416		1	
	722 Bankhe		28903	35417		5	
	2620 Halls		25565	35418		3	
	857 Holcon		32246	35420		3	
	1567 Johns		24942	35421		3	
	409 Gaston		26688	35422		2	
	1248 Conce		32043	35424		2	
	613 Belsaw		32117	35426		2	
	200 N Ann		32486	35427		2	
					\$ -		
Dist	rict total for	this group					
1	11						
2	4						
4	0						
	1						
6	0						
7	0					-	
	20			0			
*AD	D Added in	from other Groups					
*СВ	O Cut By Ow	/ner					
		by Inspector					

Hary sule 3/4/24 Marchetta Daile 3-21.24 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 #1655** 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 30th day of April, 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: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 packet Cover Memo 3/21/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/21/2024 - 11:29 AM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through 22 described in the resolution adopted on the 20th day of February, 2024, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through 22, as described in the resolution adopted on the 20th day of February, 2024, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.1653 on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted.		
City Clerk	_	

58-170 2024

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 #1653** 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 26th day of March, 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: FEB 2 0 2024

City Clerk



TO:	Lana Gauthier, City Clerk's Office	
FROM:	Gary Jackson, Deputy Director	
DATE:	February 15, 2024	
Alabama Num	WEED LIEN GROUP 1653 ase find Assessment Lists for Weed Lien Group Number ber 329, adopted April 28, 1988 and Municipal Ordina mber 5, 2017 the following Resolution Dates are estab	nce Number 65-048,
FIRST RESOLU	TION (PUBLIC NUISANCE RESOLUTION):	0 /00 /000
SECOND BESO	LUTION (ABATEMENT/PUBLIC HEARING):	2/20/2024 3/26/2024
please notify S	nat any changes, corrections, or deletions are made to Shelia Dean at 208-1528, as soon as possible. *********FOR LOT CLEANING OFFICE USE**	
NUISANCE PH	OTOS (DATED): 2/22/2024	
LEGAL NOTICE	DUE TO LAGNIAPPE: 3/7/2024	
LEGAL NOTICE	ADS: <u>3/132024-3/20/2024</u>	
POSTING DAT	E: <u>3/19/2024</u>	
Copy to: Mar	chetta Taite	

			WEED LIEN				
			1653			Res. No.	
2,	/20/2024	ro.	TS TO BE DECL	ARED		58-	
3,	/26/2024	LOTS	FOR PUBLIC H	IEARING		5	8-
	//2024	LOTS TO	BE ASSESSED	FOR COST		5	8-
		co	ONTRACT NUM	/IBER			
			OLD SRO		Amount	Dis	N/A
No.		Address	CASE #	CASE #	Assessed		CBC
1	409 Calhou	n St	28186	33996		2	
2	2520 St Ste	phens Rd	29826	33997		1	
3	620 Belsaw	Ave	31398	33998		2	
4	3354 Lacost	te Rd	28706	33999		7	
5	559 Live Oa	k St	30865	34000		2	
6	553 Live Oa	k St	31325	34001		2	
7	40 Lourand	o Dr W	29902	34002		1	
8	3824 St And	drews Loop N	27366	34004		4	
9	725 Chin St		27181	34005		2	
10	757 Dr Tho	mas Ave	30828	34006		2	
11	2117 Cleme	ent St	30848	34007		1	
12	1070 Lubel	St	31192	34008		1	
13	7223 Peach	Tree Ave	29870	34009		7	
14	1317 Keith	St	32270	34020		3	
15	1359 Brook	e Ave	31162	34021		3	
16	910 S Warr	en St	27964	34022		3	
17	1357 Spruc	e St	31726	34023		2	
	2250 Clear		30892	34024		7	
	955 Kentuc		30824	34025		3	
	905 Major		31167	34026		1	
	2814 Warsa		30978	34027		1	
	500 Marine		31758	34028		2	
					\$ -		
Dist							
1	6						
2	8						
4	ĭ						
5	0						
6	0						
7	3						
	22			0			
*AD	D Added in	from other Groups					
	O Cut By Ow						
*N/	A Taken out	by Inspector					

Haryfaders 2/15/24
Marchethe Daute 2/15/24



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	6 Cases
Council District 2	William Carroll	7 Cases
Council District 3	C J Small	1 Case
Council District 4	Ben Reynolds	1 Case
Council District 5	Joel Daves	1 Case
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Weed Lien Group 1646

Effective Date of Contract:

3/26/2024

Funding Source

Project # Weed Lien Group 1646

Project String

Discretionary Funds

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date
Assess Cost for Weed Lien
Group 1646 Backup Material 3/21/2024
resolution Cover Memo 3/21/2024

REVIEWERS:

Department Reviewer Action Date
Municipal 3/21/2024 -



MEMORANDUM

TO:

Lana Gauthier, City Clerk's Office

FROM:

Gary Jackson, Deputy Director

DATE:

March 19, 2024

SUBJECT:

Weed Lien Group 1646 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s)

1646. Please place these on the City Council's Agenda for Tuesday,

March 26, 2024.

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

			WEED LIEN					
		1646						lo.
8	22/2023 LOTS TO BE DECLARED							918
	9/26/2023 LOTS FOR PUBLIC HEARING						58-1	1075
	/26/2024	LOTS TO	BE ASSESSED	FOR COST			5	8-
3/	20/2024	OLD SRO Amount				mount	Dis	N/A
No.		Address	CASE #	CASE #	A	ssessed		СВО
	110 Furr St	710.01.000	27942	28407	\$	-	1	N/A
	356 Cassidy	St	26717	28408	\$	50.00	2	СВО
	2112 Hamil		26329	28409	\$	50.00	1	СВО
	1613 Navco		27281	28410	\$	455.00	3	
	957 Pinemo		27337	28411	\$	350.00	5	
	2909 Pages		26142	28412	\$	-	1	CBD
	1800 LeGra		31414	28413	\$	50.00	1	СВО
	623 Chin St		26539	28414	\$	385.00	2	
	809 Chin St		26510	28415	\$	175.00	2	
	1200 Brusse	alls St	27217	28416	\$	175.00	2	
	0 Abrams St		21942	28417	\$	208.44	1	
11		08 18 2 002 009.XXX)						
12	1605 Wexfo		27397	28418	\$	50.00	2	СВО
	1651 Wexfo		27393	28419	\$	50.00	2	СВО
	1622 Duval		27457	28420	\$	50.00	2	СВО
	2450 Dog R		26897	28421	\$	175.00	4	
	2150 Plesar		32041	28422	\$	-	1	N/A
	1819 Strang		26776	28423	\$	208.00	1	
	1704 Griffir		26612	28424	\$	50.00	1	СВО
	1859 Jones		28848	28425	\$	531.00	1	
	812 Chin St		26511	28426	\$	-	2	CBD
	OIL CIIII C				\$	3,012.44		
Diete	ist total for	thic group			7	3,012.11		
DIST	rict total for	tnis group		3				
2	8			3				
3	1			1			-	
4	1			1			-	
5 6	0			0				
7	0			0				
	20			9				
*AD		from other Groups						
	O Cut By Ow							
		by Inspector						

Hary farlan s/20/24
Marchetta Jaite 3.20.2024



Lot Cleaning Invoice March 19, 2024

Lot Owner:

SULLIVAN GEORGIA L

Address:

356 CASSIDY ST

City, State, Zip:

MOBILE, AL 36617-3959

Group Number:

1646

Item#

2

Lot Description

LOT 16 SILVER HILL DBK 107 PG 19 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0

030 353.XXX) 356 CASSIDY ST

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023 Hearing Date:

9/26/2023

Date lot was cut:

N/A

Contractor: N/A

ITEM	UNIT			PRICE/UNIT	COST	
			Ġ	125.0000	\$	-
Base Rate>10,000	5,704	Ū	φ.	0.0125	<	=
Standard Rate		0	\$			FO 00
Adminitration Fee	Fach	1	\$	50.00	\$	50.00
	200	0	Ś	3.00	\$	=
Per Spare Tire		•	ċ	7.00	Ś	-
Debris Removal	Cubic Yard	0	- 		Ś	50.00
		Total Project Co	st:		<u> </u>	

SECRETARY

who

SUPERVISOR



Lot Cleaning Invoice March 19, 2024

Lot Owner:

CLARKE MAX ERROL JR

Address:

1278 OLD MOBILE HWY

City, State, Zip:

LUCEDALE, MS 39452-5190

Group Number:

1646

Item#

3

Lot Description

LOT 7 BLK E WOLF RIDGE MANOR 1ST SECTOR MBK 8/42 #SEC 01 T4S R2W #MP28 01 01

2 001 (28 01 01 2 001 088.XXX) 2112 HAMILTON RD

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023

Hearing Date:

9/26/2023

Date lot was cut:

N/A

Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
		0	Ś	125.0000	\$	(₩)
Base Rate>10,000	9,232	0	\$	0.0125	\$	
Standard Rate		1	¢	50.00	\$	50.00
Adminitration Fee	Each	1	ر. خ	3.00	Ś	-
Per Spare Tire		0	\$ _	7.00	\$	2
Debris Removal	Cubic Yard	0	<u> </u>	7.00	<u>`</u>	50.00
		Total Project Co	ost:		_	

City of Mobile | Post Office Box 1827 Mobile, Alabama 36633-1827



Lot Cleaning Invoice March 19, 2024

Lot Owner:

CANTRELLE LETHA

Address:

1613 NAVCO RD

City, State, Zip:

MOBILE, AL 36605

Group Number:

1646

Item#

Lot Description:

LOT 65 GULF MANOR MBK 6 PG 451 #SEC 36 T5S R1W #MP32 03 36 0 001

(32 03 36 0 001 098.XXX) 1613 NAVCO RD

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023 Hearing Date: 9/26/2023

Date lot was cut:

3/18/2024

Contractor: Mr. Anthony Hayes

iTEM	UNIT			PRICE/UNIT		COST
		1	Ś	125.0000	\$	125.00
Base Rate>10,000	6,021	1	4	0.0125	Ś	
Standard Rate		0	>		ė	50.00
Adminitration Fee	Each	1	\$	50.00		30.00
Per Spare Tire		0	\$	3.00	\$	•
	Cubic Yard	40	\$	7.00	\$	280.00
Debris Removal	Cubic raru	Total Project Cost	:		\$	455.00

RVISOR



Lot Cleaning Invoice March 19, 2024

Lot Owner:

SMITH DESMA E

C/O HELAN COLEMAN

Address:

3420 LEROY STEVENS RD

Item#

City, State, Zip:

MOBILE, AL 36619

Group Number:

1646

5

Lot Description:

LOTS 14 & 15 PINEHURST DELANEYS ADD TO SPRINGHILL ALSO KNOWN AS MOBILE HGTS DBK 138/118 ET SEQ #SEC 28 T4S R2W #MP28 08 28 1 002 (28 08 28 1 002 102.XXX)

957 PINEMONT DR

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023

Hearing Date: 9/26/2023

Date lot was cut:

3/18/2024

Contractor: Mr. Anthony Hayes

ITEM	UNIT			PRICE/UNIT	COST
Base Rate>10,000	9,203	1	\$	125.0000	\$ 125.00
Standard Rate	-,	0	\$	0.0125	\$
Adminitration Fee	Fach	1	\$	50.00	\$ 50.00
Per Spare Tire	242	0	\$	3.00	\$
Debris Removal	Cubic Yard	25	\$	7.00	\$ 175.00
Debits Removal	Cable Tara	Total Project C	ost:		\$ 350.00



Lot Cleaning Invoice March 19, 2024

Lot Owner:

ROBINSON ALONZO

Address:

1800 LEGRANDE DR

City, State, Zip:

MOBILE, AL 36618

Group Number:

1646

Item#

7

Lot Description:

LOT 78 2ND UNIT OF BEAU TERRA SUBD MBK 8 PG 94 #SEC 01 T4S R2W #MP28 01 01 3

000 (28 01 01 3 000 031.XXX) 1800 LE GRANDE DR

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023 Hearing Date: 9/26/2023

Date lot was cut:

N/A

Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
	Olti	0	\$	125.0000	\$	
Base Rate>10,000	10.000	0	ς .	0.0125	\$	9
Standard Rate	13,890	1	¢	50.00	Ś	50.00
Adminitration Fee	Each	1	Ş		Ś	3
Per Spare Tire		0	>	7.00	\$	
Debris Removal	Cubic Yard	00	\$	7.00	٠,	50.00
		Total Project Co	st:			



Lot Cleaning Invoice March 19, 2024

Lot Owner:

KNIGHT WILLIE FRANK & MAMIE T

Address:

2338 LAUREL ST

City, State, Zip:

SEMMES, AL 36575-3323

Group Number:

1646

Item #

Lot Description:

LOT 13 BLK 4 W HIGHLANDS DBK 156 P 478 LESS & EXC FOR RD R/W #SEC 44 T4S R1W

#MP29 02 44 0 003 (29 02 44 0 003 203.XXX) 623 CHIN ST

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023 Hearing Date:

9/26/2023

Date lot was cut:

3/18/2024

Contractor: Mr. Anthony Hayes

ITEM	UNIT			PRICE/UNIT	COST
Base Rate>10,000	4.830	1	\$	125.0000	\$ 125.00
Standard Rate	.,	0	\$	0.0125	\$ (*C
Adminitration Fee	Each	1	\$	50.00	\$ 50.00
Per Spare Tire		0	\$	3.00	\$ 100
Debris Removal	Cubic Yard	30	\$	7.00	\$ 210.00
Debi is itemoval	Cubic ruru	Total Project Co	ost:		\$ 385.00

SUPERVISOR



Lot Cleaning Invoice March 19, 2024

Lot Owner:

BRYANT VIRGINIA

C/O SANDRA BRYANT MOSLEY

Address:

5417 SPRING DR

City, State, Zip:

MOBILE, AL 36693

Group Number:

1646

Item#

9

Lot Description:

LOTS 15 & 16 BLK 6 WEST HIGHLANDS DBK 156 PG 478-81 LESS & EXC FOR RD ROW #SEC

44 T4S R1W #MP29 02 44 0 004 (29 02 44 0 004 310.XXX) 809 CHIN ST

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023 Hearing Date:

9/26/2023

Date lot was cut:

3/18/2024

Contractor: Mr. Anthony Hayes

17584	UNIT			PRICE/UNIT		COST
ITEM		1	Ċ	125.0000	\$	125.00
Base Rate>10,000	8,444	1	ب	0.0125	ė	_
Standard Rate		0	\$			
Adminitration Fee	Fach	1	\$	50.00	\$	50.00
	Lacii	0	\$	3.00	\$::
Per Spare Tire		Ū	Ψ	7.00	Ś	
Debris Removal	Cubic Yard	0	\$	7.00	÷	175.00
		Total Project C	ost:		7	1,3.00



Lot Cleaning Invoice March 19, 2024

Lot Owner:

JOHNSON REGINA

C/O RUTH CHATMON

AND DAVID JOHNSON

Address:

1341 E 84TH ST

City, State, Zip:

CLEVELAND, OH 44103

Group Number:

1646

Item#

10

Lot Description:

BEG SW COR OF BRUSSELL ST & SLIGO ST THEN RUN S ALG W/L OF BRUSSELL ST 36.5 FT TO THE POB CONT S 36.5 FT TH W 120 FT TH N 36.5 FT TH E 120 FT TO POB BEG PART OF LOT 3-5 BLK 18 TOULMIN TRT #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002

058.XXX) 1200 BRUSSELLS ST

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023

Hearing Date: 9/26/2023

Date lot was cut:

3/18/2024

Contractor: Mr. Anthony Hayes

ITEMA	UNIT			PRICE/UNIT	COST
ITEM		1	Ś	125.0000	\$ 125.00
Base Rate>10,000	4,380	0	\$	0.0125	\$
Standard Rate		1	ς .	50.00	\$ 50.00
Adminitration Fee	Each	1	ç	3.00	\$ 5.00
Per Spare Tire		0	ڊ و	7.00	\$
Debris Removal	Cubic Yard	0	\$ 	7.00	\$ 175.00
		Total Project Co	OSC:		

PERVISOR



Lot Cleaning Invoice March 19, 2024

Lot Owner:

BURLEY CLEVE

Address:

667 FLORIDA ST EXT

City, State, Zip:

MOBILE, AL 36607

Group Number:

1646

Item#

11

Lot Description:

PT OF LOT 34 BLK 2 INGATE PLACE DBK 106 P 86 DESC AS FOLL: BEG AT A PT ON E/L SD LOT 34 100 FT S OF NE COR CONT S 75 FT TH W 169 FT(S) TH N 75 FT TH E 169 FT(S) TO POB #SEC 18 T4S R1W #MP29 08 18 2 002 (29 08 18 2 002 009.XXX) 0 ABRAMS ST

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023 Hearing Date:

9/26/2023

Date lot was cut:

3/18/2024

Contractor: Mr. Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
	Olti	0	\$	125.0000	\$	2
Base Rate>10,000		0	<u>ب</u>	0.0125	Ś	158.44
Standard Rate		12,675	\$		Ψ.	F0.00
Adminitration Fee	Fach	1	\$	50.00	\$	50.00
	Lucii	0	\$	3.00	\$	*
Per Spare Tire		0	č	7.00	Ś	4
Debris Removal	Cubic Yard	00	>	7.00	Ġ	208.44
		Total Project Co	ost: –		4	20014-1

SECRETARY



Lot Cleaning Invoice March 19, 2024

Lot Owner:

THOMPSON PAULINE

Address:

1605 WEXFORD ST

City, State, Zip:

MOBILE, AL 36605

Group Number:

1646

Item#

12

Lot Description:

W 32 FT LOT 4 & E 8 FT LOT 3 BLK 21 TOULMIN TRT DBK 112 PG 175 #SEC 28 T4S R1W

#MP29 10 28 4 003 (29 10 28 4 003 067.XXX) 1605 WEXFORD ST

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023 Hearing Date:

9/26/2023

Date lot was cut:

N/A

Contractor: N/A

TERA.	UNIT			PRICE/UNIT	COST
ITEM	4.701	0	\$	125.0000	\$ -
Base Rate>10,000	4,701	0	Ś	0.0125	\$ -
Standard Rate	Ch	1	Ś	50.00	\$ 50.00
Adminitration Fee	Each	0	Ś	3.00	\$:=
Per Spare Tire	Cultin Vand	0	Ś	7.00	\$ 1
Debris Removal	Cubic Yard	Total Project Co	ost:		\$ 50.00

SUPERVISOR



Lot Cleaning Invoice March 19, 2024

Lot Owner:

CARMICHAEL PROPERTY GROUP LLC

Address:

P. O. BOX 161561

City, State, Zip:

MOBILE, AL 36616-2561

Group Number:

1646

Item#

13

Lot Description:

E 50 FT OF LOT 5 BLK 22 OF TOULMIN TRT DBK 112 P 175 #SEC 28 T4S R1W #MP29 10 28

4 003 (29 10 28 4 003 056.XXX) 1651 WEXFORD ST

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023 Hearing Date:

9/26/2023

Date lot was cut:

N/A

Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
		0	\$	125.0000	\$	
Base Rate>10,000	6,635	0	ç	0.0125	Ś	
Standard Rate		0	<i>ې</i>	50.00	Ś	50.00
Adminitration Fee	Each	1	\$		÷	5
Per Spare Tire		0	\$		\$	-
Debris Removal	Cubic Yard	0	\$	7.00	\$	
DEDITS REITIOVAL		Total Project C	ost:		\$	50.00



Lot Cleaning Invoice March 19, 2024

Lot Owner:

JONES REOLA

C/O TIMOTHY M JONES

Address:

15314 MESA DR

City, State, Zip:

HUMBLE, TX 77396

Group Number:

1646

Item #

14

Lot Description:

W 48 FT LOT 11 & ALL OF LOT 12 BLK 21 TOULMIN TRT DBK 112 P 175 #SEC 28 T4S R1W

#MP29 10 28 4 003 (29 10 28 4 003 077.XXX) 1622 DUVAL ST

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023 Hearing Date:

9/26/2023

Date lot was cut:

N/A

Contractor: N/A

ITEN/	UNIT			PRICE/UNIT		COST
ITEM		0	\$	125.0000	\$	2
Base Rate>10,000	5,961	-	ب		Ś	-
Standard Rate		0	\$			=0.00
Adminitration Fee	Fach	1	\$	50.00	\$	50.00
	Edeii	n	Ś	3.00	\$	·
Per Spare Tire		0	ė.	7.00	Ś	
Debris Removal	Cubic Yard	0	->	7.00	Ś	50.00
		Total Project Cos	st:			



Lot Cleaning Invoice March 19, 2024

Lot Owner:

MITCHELL BERNADETTE

Address:

2450 DOG RIVER DR N

City, State, Zip:

MOBILE, AL 36605

Group Number:

1646

Item#

15

Lot Description:

LOT 2 GULF MANOR 1ST ADD MBK 8 PG 159 #SEC 36 T5S R1W #MP32 03 36 0 004 (32 03

36 0 004 098.XXX) 2450 DOG RIVER DR

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023 Hearing Date:

oate: 9/26/2023

Date lot was cut:

3/18/2024

Contractor: Mr. Anthony Hayes

ITERA	UNIT			PRICE/UNIT		COST
ITEM		1	Ś	125.0000	\$	125.00
Base Rate>10,000	9,100	1	پ م	0.0125	Ġ	~
Standard Rate		0	\$			F0 00
Adminitration Fee	Each	1	\$	50.00	\$	50.00
		0	\$	3.00	\$	*
Per Spare Tire		-	ć	7.00	Ś	(m)
Debris Removal	Cubic Yard	0	. >	7.00	Ś	175.00
		Total Project Cos	st:			

SECRETARY

1 11

INSPECTOR

PERVISOR



Lot Cleaning Invoice March 19, 2024

Lot Owner:

GUARDIAN TAX AL LLC

C/O GUARDIAN TAX AL LLC

Address:

13575 LYNAM DR

City, State, Zip:

OMAHA, NE 68138-4408

Group Number:

1646

Item#

17

Lot Description:

LOT 12 BLK 2 ST STEPHENS TERRACE DBK 156/516 ALSO S 20 FT OF LOT 11 BLK 2 OF ST STEPHEN TERRACE DBK 156 PG 516-517 A 20 FT BY 130 FT PCL ADJ TO N/BDY OF LOT 12 BLK 2 OF SD S/D OWNED BY GRANTEE HVNG 20 FT FRNTAGE ALG STRANGE AVE & A COMMON 130 FT BDY W/SD LOT11 & N BDY OF SD LOT 12 BEING SAME PPTY CONVEYD TO

MARY SUE WILLIAMS DECEASED DEED RECD RPBK 4296 PG 1631 #SEC 44 T4S R1W

#MP29 02 44 0 015 (29 02 44 0 015 464.XXX) <u>1819 STRANGE ST</u>

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023 Hearing Date:

9/26/2023

Date lot was cut:

3/18/2024

Contractor: Mr. Anthony Hayes

ITTEM!	UNIT			PRICE/UNIT		COST
ITÉM		1	ς .	125.0000	\$	125.00
Base Rate>10,000	9,100	1	¢	0.0125	Ś	2
Standard Rate		0	\$	-		50.00
Adminitration Fee	Each	1	\$	30.00	\$	
Per Spare Tire		11	\$	3.00	\$	33.00
	C. I-:- Vard	0	\$	7.00	\$	2
Debris Removal	Cubic Yard	Total Project C	ost:		\$	208.00
		Total Project C	.03		_	



Lot Cleaning Invoice March 19, 2024

Lot Owner:

GREEN CHARLIE GLEN

& SHAMIKA MICHELLE GREEN

Address:

1207 OAKLANE DR

City, State, Zip:

MOBILE, AL 36618

Group Number:

1646

Item#

18

Lot Description:

LOT 24 BLK 1 LINCOLN PARK SUBDIVISION, BEING RESUBDIVISION OF LOTS 5 AND 6, RANGE 4, WEST, OF THE OWENS DIVISION OF THE ST. LOUIS TRACT. MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 480.XXX) 1704 GRIFFIN ST

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023 Hearing Date:

9/26/2023

Date lot was cut:

N/A

Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
			Ċ	125.0000	\$	-
Base Rate>10,000	4,364	U	۲			
Standard Rate		0	\$	0.0125	>	
		1	¢	50.00	\$	50.00
Adminitration Fee	Each	1	Ą			
Per Spare Tire		0	\$	3.00	\$	(20)
•		0	Ċ	7.00	\$	3
Debris Removal	Cubic Yard	<u> </u>	- ب		Ġ	50.00
		Total Project Co	ost:		٠	30100



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice March 19, 2024

Lot Owner:

BLACKMON DARRYL & ANNA BLACKMON

Address:

1905 LONG KING MEADOW RD

City, State, Zip:

MOBILE, AL 36609

Group Number:

1646

Item#

19

Lot Description:

LOT 2 BLK 3 JONES SUB DBK 156 N S P 362 #SEC 44 T4S R1W #MP29 02 44 0 023

(29 02 44 0 023 136.XXX) 1859 JONES AVE

Nuisance Date:

8/22/2023

Posting Date:

9/19/2023 Hearing Date: 9/26/2023

Date lot was cut:

3/18/2024

Contractor: Mr. Anthony Hayes

ITEM	UNIT			PRICE/UNIT		COST
		1	Ś	125.0000	\$	125.00
Base Rate>10,000	9,678	0	ς .	0.0125	\$	17.
Standard Rate		1	¢	50.00	\$	50.00
Adminitration Fee	Each	1	ر خ	3.00	Ś	6.00
Per Spare Tire		2	چ خ	7.00	s	350.00
Debris Removal	Cubic Yard	50	\$ •-	7.00	\$	531.00
		Total Project Co	ost:		_	

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as <u>Weed Lien Group 1646</u> shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:		
 City Clerk		



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with incentives for students and staff regarding the Alabama Comprehensive Assessment Program (ACAP) and Teacher Appreciation Week, May 6-10, 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 Upload Date Type

RESOLUTION -SCARBOROUGH

Cover Memo 3/21/2024 MODEL MIDDLE

SCHOOL

REVIEWERS:

Department Reviewer Action Date

3/21/2024 - 9:05 Accounting Baxter, Tracy Approved

AM

60-

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 Scarborough Model Middle School, from his discretionary funds; and

WHEREAS, Scarborough Model Middle School, 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 Scarborough Model Middle School will be used to assist with incentives for students and staff regarding the Alabama Comprehensive Assessment Program (ACAP) and Teacher Appreciation Week, May 6-10, 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 Scarborough Model Middle School 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		

Adopted:



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to introduce 150-200 kids to the game of golf.

Amount of Contract:

\$2,000.00

Funding Source

Project # DSC-01/10041020-42080 **Discretionary Funds** DSC-01

Contract Number: Project String

Budget Amendment REDUCE **INCREASE**

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date

RESOLUTION - SS (SECRET SCIENTIST) Cover Memo 3/19/2024

FOR EVERYONE

REVIEWERS:

Department Reviewer Action Date

3/19/2024 - 2:59 Accounting Baxter, Tracy Approved

PM

60-

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **\$2,000.00** 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 **\$2,000.00** 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	_	

Adonted.



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with a full scholarship to one student a year.

Amount of Contract:

\$2,490.00

Funding Source

Project # DSC-01/10041020-42080 **Discretionary Funds** DSC-01

Contract Number: Project String

Budget Amendment REDUCE **INCREASE**

Grant Funds Matching Funds

ATTACHMENTS:

Description Type Upload Date

RESOLUTION - HOPE

BOXING ACADEMY, Cover Memo 3/19/2024

INC.

REVIEWERS:

Department Reviewer Action Date

3/19/2024 - 8:22

Accounting Baxter, Tracy Approved AM 60-

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **\$2,490.00** to the Hope Boxing Academy, Inc., from his discretionary funds; and

WHEREAS, Hope Boxing Academy, 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 Hope Boxing Academy, Inc., will be used to assist with a full scholarship to one student a year, 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 **\$2,490.00** to Hope Boxing Academy, 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.

dopted:	
City Clerk	



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Amount of Contract:

\$500.00

Funding Source

Project # DSC-02/10041020-42200 **Discretionary Funds** DSC-02

Contract Number: Project String

Budget Amendment REDUCE **INCREASE**

Grant Funds Matching Funds

ATTACHMENTS:

Type Upload Date Description

RESOLUTION -WHITLEY ELEMENTARY SCHOOL Cover Memo 3/21/2024

REVIEWERS:

Department Reviewer Action Date

3/21/2024 - 1:33 Accounting Baxter, Tracy Approved

60-

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **\$500.00** to Whitley Elementary School, from his discretionary funds; and

WHEREAS, Whitley Elementary School, 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 Whitley Elementary School will be used to assist with the purchase of t-shirts for the Crossover Ceremony, which will be held on May 22, 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 **\$500.00** to Whitley Elementary School 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:3/26/2024

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

PΜ

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		

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. <u>Definitions</u>. 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, <u>but shall not include</u> 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 <u>Limitations on Manager's Duties.</u>

- (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 <u>Civic Center Fixed Fee</u>. 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 <u>Civic Center Food and Beverage Fee</u>. 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 <u>Late Payments</u>. 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 <u>Pre-Opening Consulting Duties for New Arena Fixed Fee</u>. For Manager's provision of pre-opening consulting services as further described in <u>Exhibit A-2</u>, 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 <u>Term.</u> 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 <u>Termination</u>. 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 <u>Effect of Termination</u>. 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 <u>Right of Use by Manager</u>. 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 <u>Observance of Agreements</u>. 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 <u>Use by City</u>. City shall have the right to use the Facilities or any part thereof rentfee 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 <u>Parking Facilities</u>. 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 <u>Generally</u>. 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 <u>General Manager</u>. 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 <u>Establishment of Civic Center Operating Budget</u>. 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 <u>Event Account.</u> 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 <u>Participation Goals</u>. 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 <u>Reporting</u>. 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 <u>Records</u>. 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 <u>Civic Center Monthly Financial Reports</u>. 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 <u>Audit</u>. 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 <u>Existing Contracts</u>. 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 <u>Transactions with Affiliates</u>. 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 <u>Contract Administrator</u>. 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

Indemnification by Manager. Manager agrees to defend, indemnify and hold Section 14.1 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 <u>Conditions to Indemnification</u>. 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 <u>Survival</u>. 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 <u>Types and Amount of Coverage</u>. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in <u>Exhibit C</u>, 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 <u>Rating; Additional Insureds.</u> 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 <u>Manager Representations and Warranties</u>. 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 <u>City Representations, Warranties and Covenants</u>. 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 <u>PCI Compliance</u>. 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 <u>No Discrimination</u>. 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 <u>Use of Facilities Names and Logos</u>. 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 <u>Facilities Advertisements</u>. 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 <u>Notices</u>. 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:

If to Manager:

City of Mobile OVG 360

Attn: Mayor 5050 S. Syracuse St., 8th Floor 205 Government Street Denver, CO 80237

Mobile Government Plaza Attn: Chief Operating Officer

Mobile, AL 36644

With a copy to: With a copy to:

C. Britton Bonner OVG 360

Adams & Reese LLP 5050 S. Syracuse St., 8th Floor

11 North Water Street; Suite 23200 Denver, CO 80237 Mobile, AL 36644 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 <u>Severability</u>. 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 <u>Governing Law</u>. 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 <u>Amendments</u>. 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 <u>Waiver; Remedies</u>. 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 <u>Attorneys Fees</u>. 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 <u>Limitation on Damages</u>. 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 <u>Counterparts; Electronic Signatures</u>. 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 <u>Confidentiality</u>. 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 <u>Trust and Confidence</u>. 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 <u>Immigration Law Compliance</u>. 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 <u>Boycotts Against Nations or Business Organizations.</u> 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 <u>Economic Boycotts</u>. 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	GLOBAL SPECTRUM, L.P., d/b/a OVG 360
	By: Global Spectrum, LLC, its general Partner
By:	Ву:
Name: William S. Stimpson	Name:
Title: Mayor	Title:
ATTEST:	
By:	
Name: Lisa C. Lambert	
Title: City Clerk	

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. <u>Definitions</u>. 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 <u>not</u> 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, <u>but shall not include</u> 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 <u>Engagement</u>.

- (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 <u>Limitations on Manager's Duties.</u>

- (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 <u>Convention Center Fixed Management Fee</u>. 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) <u>Convention Center Fixed Fee.</u> 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 <u>Convention Center Incentive Fee</u>. 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 <u>Exhibit F</u>. 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 <u>Convention Center Food and Beverage Fee.</u> 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 <u>Saenger Theatre.</u> 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 <u>Transition Costs.</u> 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 <u>Late Payments</u>. 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 <u>Commitment to Act in Good Faith; City Reservation of Sovereign Powers</u>. 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 <u>Term.</u> 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 <u>Termination</u>. 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.
- 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 (2nd) 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 <u>Effect of Termination</u>. 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 <u>Right of Use by Manager</u>. 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 <u>Observance of Agreements</u>. 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 <u>Use by City</u>. 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.
- <u>b.</u> 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 <u>General Manager</u>. 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 <u>Establishment of Convention Center Operating Budget</u>. 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.

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 <u>Saenger Theatre Budget</u>. 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 <u>Event Account</u>. 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 <u>Participation Goals</u>. 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 <u>Reporting.</u> 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

Source of Funding for Convention Center. Manager shall pay all items of Section 10.1 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 <u>Source of Funding for Saenger Theatre</u>. 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 <u>Convention Center Monthly Financial Reports</u>. 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 <u>Audit</u>. 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 <u>Schedule of Capital Expenditures</u>. 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.

Responsibility for Capital Expenditures. City shall be solely responsible for all Section 12.2 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. <u>Capital Reserve Fund</u>. 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 <u>Manager Contribution</u>. 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 <u>Existing Contracts</u>. 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 <u>Transactions with Affiliates</u>. 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 <u>Contract Administrator</u>. 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).

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 <u>Survival</u>. 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 <u>Rating; Additional Insureds</u>. 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 <u>Manager Representations and Warranties</u>. 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 <u>City Representations, Warranties and Covenants</u>. 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 <u>PCI Compliance.</u> 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 <u>No Discrimination</u>. 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 <u>Use of Facilities Names and Logos</u>. 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 <u>Facilities Advertisements</u>. 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 <u>Notices</u>. 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: If to Manager:

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 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 <u>Severability</u>. 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 <u>Entire Agreement</u>. 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 <u>Governing Law</u>. 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 <u>Amendments</u>. 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 <u>Waiver; Remedies</u>. 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 <u>Relationship of Parties</u>. 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 <u>Attorneys Fees</u>. 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 <u>Limitation on Damages</u>. 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 <u>Counterparts; Electronic Signatures</u>. 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 <u>Confidentiality</u>. 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 <u>Trust and Confidence</u>. 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 <u>Immigration Law Compliance</u>. 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 <u>Boycotts Against Nations or Business Organizations.</u> 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 <u>Economic Boycotts</u>. 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	GLOBAL SPECTRUM, L.P., d/b/a OVG 360
	By: Global Spectrum, LLC, its general Partner
By:	Ву:
Name: William S. Stimpson	Name:
Title: Mayor	Title:
ATTEST:	
By:	
Name: <u>Lisa C. Lambert</u>	
Title: City Clark	

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 Conference "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 Preser	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

Financialsy 10/2/2025 Finday 10/3/2025 Alabama CTE Leadership Council - Joint Leadership Development Conference Confracted Interesting 10/6/2025 Tuesday 10/7/2025 Alabama CTE Leadership Council - Joint Leadership Development Conference Confracted Interesting 10/6/2025 Sunday 10/28/2025 New York City Dance Alliance 2025 Tentative 2025 Tenta	Start Date	End Date	Mobile Convention Center FY 2025-2026	Status
Monday 10/6/2025 Tuesday 10/7/2025 Alabama CTE Leadership Council - Joint Leadership Development Conference Contracted Thrusday 10/6/2025 Sunday 10/12/2025 REVEL Mobile Initiative Init	Monday 9/29/2025	Wednesday 10/1/2025	2025 Gulf Coast Challenge College Fair Presented by MSA	Tentative
Fundady 10/9/2025 Sunday 10/12/2025 REVEL Mobile Tentative	Thursday 10/2/2025	Friday 10/3/2025	Gulf Coast Challenge Luncheon Presented by MSA	Tentative
Pursaday 10/23/2025 Sunday 10/26/2025 New York City Dance Alliance 2025 Tentative 2025 Care wYou Breast Cancer Awareness Organization Tentative 2025 Tentative 2025 Care wYou Breast Cancer Awareness Organization Tentative 2025 Tentative 2025 Sunday 11/2/2025 Sunday 11/2/2025 Dance Makers 2025 Tentative 2025 Tentativ	Monday 10/6/2025	Tuesday 10/7/2025	Alabama CTE Leadership Council - Joint Leadership Development Conference	Contracted
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Sunday 10/26/2025 Wednesday 10/29/2025 Soution Tree Tentative Frunsday 10/30/2025 Sunday 11/2/2025 Dance Makers 2025 Tentative Monday 11/10/2025 Friday 11/7/2026 SAFE Association 2025 Tentative Monday 11/10/2025 Sunday 11/16/2025 Junior League of Mobile's Christmas Jubilee Tentative Hrursday 12/11/2025 Monday 12/11/2025 2025 USA Volleyball Gulf Coast Region Friendship Tournament-Presented by MsA Tentative Hrursday 12/11/2025 Monday 12/15/2025 2025 USA Volleyball-Port City Volley Jolly Christmas Invitational Tournament Presented by the MSA Tentative Hrursday 12/11/2026 Sunday 12/14/2025 Break the Floor Dance Competition Tentative Hrursday 12/11/2026 Sunday 12/14/2025 Break the Floor Dance Competition Tentative Hrursday 12/11/2026 Saturday 12/14/2025 Break the Floor Dance Competition Tentative Hrursday 12/11/2026 Saturday 12/14/2025 Go25 Volleyball-Port City Volley Jolly Christmas Invitational Tournament Presented by the MSA Tentative Hrursday 12/14/2026 Saturday 11/12/2026 Go1f Cavallance Tentative Hrursday 12/14/2026 Saturday 11/12/2	Thursday 10/23/2025	Sunday 10/26/2025	New York City Dance Alliance 2025	Tentative
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	Thursday 10/30/2025	Sunday 11/2/2025	Dance Makers 2025	Tentative
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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 Saturday 1/31/2026 Conde Cavalliers Tentative Saturday 1/31/2026 Conde Cavalliers Tentative Saturday 1/31/2026 Saturday 1/31/2026 Conde Explorers Tentative Saturday 1/31/2026 Saturday 1/31/2026 Pierrettes Tentative Saturday 1/31/2026 Saturday 1/31/2026 Pierrettes Tentative Standay 2/1/2026 Sunday 2/1/2026 Order of Juno Tentative Standay 2/1/2026 Thursday 2/5/2026 Order of Polka Dots Tentative Saturday 2/5/2026 Friday 2/6/2026 Order of Inca Tentative Saturday 2/7/2026 Saturday 2/7/2026 Mobile Mystics Tentative Standay 2/8/2026 Saturday 2/8/2026 Neptune's Daughters Tentative Standay 2/8/2026 Sunday 2/8/2026 Neptune's Daughters Tentative Standay 2/9/2026 Tentative Standay 2/9/2026 Order of Venus Tentative Standay 2/9/2026 Tentative Standay 2/9/2026 Order of Lashes Tentative Standay 2/11/2026	Thursday 12/11/2025	Monday 12/15/2025	2025 Volleyball- Port City Volley Jolly Christmas Invitational Tournament Presented by the MSA.	Tentative
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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 Friday 2/6/2026 Thursday 2/5/2026 Order of Polka Dots Tentative Friday 2/6/2026 Friday 2/6/2026 Order of Inca Tentative Saturday 27/1/2026 Saturday 27/1/2026 Mobile Mystics Tentative Sunday 2/8/2026 Saturday 2/7/2026 Neptune's Daughters Tentative Monday 2/8/2026 Sunday 2/8/2026 Neptune's Daughters Tentative Monday 2/9/2026 Order of Venus Tentative Fuesday 2/10/2026 Tuesday 2/10/2026 Order of Lashes Tentative Mednesday 2/11/2026 Wednesday 2/11/2026 Fifty Funny Fellows Tentative Friday 2/13/2026 Friday 2/13/2026 Mobile Area Mardi Gras Association	Thursday 1/22/2026	Friday 1/23/2026	Order Of Osiris	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 Friday 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 Saturday 2/8/2026 Neptune's Daughters Tentative Monday 2/8/2026 Sunday 2/8/2026 Neptune's Daughters Tentative Monday 2/9/2026 Monday 2/9/2026 Order of Venus Tentative Fuesday 2/10/2026 Tuesday 2/10/2026 Order of Lashes Tentative Mednesday 2/11/2026 Wednesday 2/11/2026 Mystic Stripers Tentative Friday 2/13/2026 Thursday 2/12/2026 Mobile Area Mardi Gras Association Tentative Friday 2/13/2026 Saturday 2/14/2026 King's Sup	Saturday 1/24/2026	Saturday 1/24/2026	La Luna	Tentative
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Thursday 2/5/2026 Thursday 2/5/2026 Order of Polka Dots Tentative Friday 2/6/2026 Friday 2/6/2026 Order of Inca Saturday 2/7/2026 Saturday 2/7/2026 Mobile Mystics Sunday 2/8/2026 Sunday 2/8/2026 Neptune's Daughters Monday 2/9/2026 Monday 2/9/2026 Order of Venus Fuesday 2/10/2026 Tuesday 2/10/2026 Order of Lashes Mednesday 2/11/2026 Wednesday 2/11/2026 Fifty Funny Fellows Full Sunday 2/12/2026 Thursday 2/12/2026 Mystic Stripers Friday 2/13/2026 Friday 2/13/2026 Mobile Area Mardi Gras Association Firiday 2/13/2026 Saturday 2/14/2026 King's Supper / Coronation Funtative Sunday 2/15/2026 Monday 2/16/2026 Juvenile Court Luncheon Finday 2/15/2026 Monday 2/16/2026 Queen's Luncheon Fentative Finday 2/15/2026 Monday 2/16/2026 Queen's Luncheon Finday 2/15/2026 Monday 2/16/2026 Tentative Finday 2/15/2026 Monday 2/16/2026 Juvenile Court Luncheon Finday 2/15/2026 Monday 2/16/2026 Queen's Luncheon Finday 2/15/2026 Monday 2/16/2026 Tentative Finday 2/15/2026 Monday 2/16/2026 Queen's Luncheon Finday 2/15/2026 Monday 2/16/2026 Tentative Finday 2/15/2026 Monday 2/16/2026 Queen's Luncheon Finday 2/15/2026 Monday 2/16/2026 Tentative	Saturday 1/31/2026	Saturday 1/31/2026	Pierrettes	Tentative
Friday 2/6/2026 Friday 2/7/2026 Mobile Mystics 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 Mednesday 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 Queen's Luncheon Tentative Tentative Tentative Monday 2/15/2026 Monday 2/16/2026 Queen's Luncheon Tentative Tentative Tentative Sunday 2/15/2026 Monday 2/16/2026 Queen's Luncheon Tentative Tentative Tentative Monday 2/16/2026 Queen's Luncheon Tentative Tent	Sunday 2/1/2026	Sunday 2/1/2026	Order of Juno	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 Fuesday 2/10/2026 Tuesday 2/10/2026 Order of Lashes Tentative Mednesday 2/11/2026 Wednesday 2/11/2026 Fifty Funny Fellows Tentative Funday 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 Queen's Luncheon Tentative Funday 2/15/2026 Monday 2/16/2026 Queen's Luncheon Tentative	Thursday 2/5/2026	Thursday 2/5/2026	Order of Polka Dots	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 Fuesday 2/10/2026 Tuesday 2/10/2026 Order of Lashes Tentative Mednesday 2/11/2026 Wednesday 2/11/2026 Fifty Funny Fellows Tentative Fully 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	Friday 2/6/2026	Friday 2/6/2026	Order of Inca	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	Saturday 2/7/2026	Saturday 2/7/2026	Mobile Mystics	Tentative
Tuesday 2/10/2026 Tuesday 2/10/2026 Order of Lashes Tentative Nednesday 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 2/8/2026	Sunday 2/8/2026	Neptune's Daughters	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	Monday 2/9/2026	Monday 2/9/2026	Order of Venus	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	Tuesday 2/10/2026	Tuesday 2/10/2026	Order of Lashes	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	Wednesday 2/11/2026	Wednesday 2/11/2026	Fifty Funny Fellows	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	Thursday 2/12/2026	Thursday 2/12/2026	Mystic Stripers	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	Friday 2/13/2026	Friday 2/13/2026	Mobile Area Mardi Gras Association	Tentative
Sunday 2/15/2026 Monday 2/16/2026 Queen's Luncheon 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 Sunday 2/15/2026 MAMGA Coronation 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
Γhursday 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
Γhursday 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
Γhursday 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	014143
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	reisonner Relateu Expenses		\$65,000
	General Manager	\$35,000	. ,
	Director Level Positions	\$30,000	
To all			ć= 000
Travel	GM/Director Candidates	•••••	\$5,000
	4 trips at \$1,250		
Recruitment Cost			\$8,750
	Background Checks/Recruitment Fees,	/Ads	
	70 employees at \$125 per employee		
Onboarding/Training			\$7,500
onsoaranig, rranning			Ψ7,500
			\$86,250
	Cornerate / Degional Travel Evnences		
Corporate Travel Expenses per	Corporate/Regional Travel Expenses 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
Total Travel			7-0,500
	Departmental Expenses		
Licenses			\$30,000
	Liquor, Sales, Business, etc.		\$30,000
	, , , ,		, ,
Event Management	Uniforms, Lanyards, Badges		\$25,000
2. one management	SIornia, Larryarda, Dauges	••••••	723,000
Finance	Software		\$10,000
Office Supplies	Envelopes, note cards		\$2,500
Payroll	Timeclock Cards		\$2,500
. 4,1011	innecioek culus		72,300
Total Departmental Expenses			\$70,000
Total Transition Expenses			\$202,750

 $^{{}^* \}text{Includes relocation expenses, salary, benefits, taxes, temporary housing, computer, cell phone} \\$

EXHIBIT E MOBILE FIRST INITIATIVE



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 veteranowned 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)	

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 "Ouantitative 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	City of Mobile Share	OVG Share	Notes
Convention Center			
Revenue Over Budget			
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:3/26/2024

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 Contract Number: Project String**

Budget Amendment REDUCE **INCREASE**

Matching Funds Grant Funds

ATTACHMENTS:

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

REVIEWERS:

Recreation

Action Department Reviewer Date 3/21/2024 -Parks and Carmody, Kim Approved

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

2024

01-

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

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

forth in full. A copy of said agreement is on file in the office of the City Clerk.

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 Page 1 of 19

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 5	Description Monthly Stem Event (3-1/2 hrs., 200 max attendees)	Rate \$25,200	Total \$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.

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

- 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;
- 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
- 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;
- Records demonstrating that each activity undertaken meets an eligible expenditure type;
- 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. <u>Liability Insurance</u>

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. <u>City of Mobile Priority Needs</u>

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 **FOR STEM NOLA** City of Mobile Center for the Innovative Training of Youth d/b/a STEM NOLA By_ William S. Stimpson, Mayor Signature/Title [Authorized under the organization bylaws to execute contracts] Date Signatures attested by: Lisa Lambert, City Clerk City of Mobile Acknowledgment of Individual STATE OF LOUISIANA PARISH OF ONLYCAS On this _____ day of ______ before me personally appeared Calm mishir ____, 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. CABOUH 33658 Print Name: / City hur My commission expires: _



Page 12 of 19

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

Page 13 of 19

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. <u>Inherently Religious Activities</u>

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:3/26/2024

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 Upload Date Type 20240320 Cellebrite Agenda Cover Memo Package POs 3/20/2024

REVIEWERS:

Department Reviewer Action Date

Mayors Office 3/21/2024 - 2:04 Barber, James Approved

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.

RESOLUTION

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	



Requisition 00005678-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

1000.30.15.1530.1545.1530.0000.0000.42140.

MOBILE, AL

Review:

36601

Buyer: 9105fola

vendorinvoices@cityofmobile.org

|Status: Released

Page 1

Vendor

SUITE 210

CELLEBRITE INC 7 CAMPUS DRIVE

Ship To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

PARSIPPANY, NJ 07660

MOBILE, AL 36602

KEVIN.LEVY@CITYOFMOBILE.ORG

Te1#201-848-8552

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

1.00

EACH

Date Ordered	Vendor Number	Date Required	Ship Via	 Terms	 Department	
02/23/24	293683				POLICE CYBER D	IVISION
LN Decemint	-ion / Acco	+			. Unit Drice	Not Drice

LN Description / Account

Qty Unit Price

124369.32000

Net Price

124369.32

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 1000.30.15.1530.1545.1530.0000.0000.46010.

21142.78



Requisition 00005678-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

1000.30.15.1530.1545.1530.0000.0000.42140.

MOBILE, AL

Review:

36601

Buyer: 9105fola

vendorinvoices@cityofmobile.org _____

|Status: Released Page 2

Vendor

CELLEBRITE INC 7 CAMPUS DRIVE

Ship To GULF COAST TECHNOLOGY CENTER

SUITE 210

455 ST LOUIS ST. SUITE 2300

PARSIPPANY, NJ 07660

MOBILE, AL 36602

KEVIN.LEVY@CITYOFMOBILE.ORG

Te1#201-848-8552

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

|Vendor |Date |Ship Date |Number | Required | Via Ordered Terms |Department

02/23/24 | 293683 | | POLICE CYBER DIVISION ______

LN Description / Account 2 1000.30.15.1530.1545.1530.0000.0000.46040. Qty 3 1000.30.15.1530.1545.1530.0000.0000.42140.

21142.78 82083.75

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

003 LICENSE FOR SOFTWARE AS

1.00 42852.34000

EACH

Unit Price

42852.34

SPECIFIED:

Additional Description Notes

U-AIS-02-086

PREMIUM ES UNLIMITED END POINT SUBSCRIPTION

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



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

9105fola Buyer:

vendorinvoices@cityofmobile.org

|Status: Released

Page 3

Vendor

CELLEBRITE INC 7 CAMPUS DRIVE Ship To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

SUITE 210

MOBILE, AL 36602

PARSIPPANY, NJ 07660

KEVIN.LEVY@CITYOFMOBILE.ORG

Te1#201-848-8552

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department

02/23/24 |293683 | | POLICE CYBER DIVISION

LN Description / Account 2 1000.30.15.1530.1545.1530.0000.0000.46040.

Unit Price Qty

0.00000

Net Price 7284.90 28282.54

3 1000.30.15.1530.1545.1530.0000.0000.42140.

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

1.00 **EACH** 0.00

SPECIFIED:

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.

2 1000.30.15.1530.1545.1530.0000.0000.46040.

.00 .00

610



Page 4

Bill To

Requisition 00005678-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

1000.30.15.1530.1545.1530.0000.0000.42140.

MOBILE, AL

Review:

36601

Buyer: 9105fola

vendorinvoices@cityofmobile.org _____ |Status: Released

Vendor

Ship To

CELLEBRITE INC 7 CAMPUS DRIVE

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

SUITE 210

MOBILE, AL 36602

PARSIPPANY, NJ 07660

KEVIN.LEVY@CITYOFMOBILE.ORG

Te1#201-848-8552

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date | Vendor | Date | Ship Ordered Number Required Via |Terms | Department

02/23/24 |293683 | | | POLICE CYBER DIVISION

LN Description / Account 3 1000.30.15.1530.1545.1530.0000.0000.42140.

Qty Unit Price Net Price . 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

1.00 EACH

3372.97

3372.97000

SPECIFIED:

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



Requisition 00005678-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

1000.30.15.1530.1545.1530.0000.0000.42140.

MOBILE, AL Review:

Buyer: 9105fola |Status: Released

vendorinvoices@cityofmobile.org _____ Page 5

Vendor

36601

CELLEBRITE INC 7 CAMPUS DRIVE

SUITE 210

Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

KEVIN.LEVY@CITYOFMOBILE.ORG

Te1#201-848-8552

PARSIPPANY, NJ 07660

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date | Vendor | Date | Ship Ordered | Number | Required | Via |Terms | Department

02/23/24 | 293683 | | | POLICE CYBER DIVISION

LN Description / Account 2 1000.30.15.1530.1545.1530.0000.0000.46040. Qty Unit Price Net Price 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

1.00 2421.15000

EACH

2421.15

SPECIFIED:

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



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 |Status: Released

vendorinvoices@cityofmobile.org _____

Page 6

Vendor

CELLEBRITE INC 7 CAMPUS DRIVE

SUITE 210

Ship To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

KEVIN.LEVY@CITYOFMOBILE.ORG

Te1#201-848-8552

PARSIPPANY, NJ 07660

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

|Vendor |Date |Ship Date Ordered Number Required Via Terms |Department

02/23/24 | 293683 |

| POLICE CYBER DIVISION _____ Qty Unit Price Net Price

LN Description / Account 2 1000.30.15.1530.1545.1530.0000.0000.46040. 3 1000.30.15.1530.1545.1530.0000.0000.42140.

411.60 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

9.00 7675.07000

EACH

69075.63

SPECIFIED:

Additional Description Notes

B-UFD-10-001

UFED 4PC ULTIMATE SUBSCRIPTION

STATE DATE: FEB 18, 2024-MARCH 30, 2025

SERIAL NUMBERS: 365068262, 511208586, 877440237, 1281805995, 129524067,

4780485, 994859543, 39148386, 2045871822

Vendor Item

Inventory Item/Loc 1723

1 1000.30.15.1530.1545.1530.0000.0000.46010.



Requisition 00005678-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

1000.30.15.1530.1545.1530.0000.0000.42140.

MOBILE, AL

Review:

36601

Buyer: 9105fola

vendorinvoices@cityofmobile.org

|Status: Released

Page 7

Vendor

CELLEBRITE INC 7 CAMPUS DRIVE

Ship To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

SUITE 210

MOBILE, AL 36602

PARSIPPANY, NJ 07660

KEVIN.LEVY@CITYOFMOBILE.ORG

Te1#201-848-8552

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date | Vendor | Date | Ship

Ordered Number Required Via |Terms | Department

02/23/24 |293683 | | | POLICE CYBER DIVISION ______

Qty Unit Price

Net Price 11742.86

LN Description / Account 2 1000.30.15.1530.1545.1530.0000.0000.46040. 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

1.00 EACH

3373.70000

3373.70

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 1000.30.15.1530.1545.1530.0000.0000.46010.



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 KEVIN.LEVY@CITYOFMOBILE.ORG PARSIPPANY, NJ 07660

Te1#201-848-8552

Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

|Vendor |Date |Ship Ordered | Number | Required | Via Terms |Department

02/23/24 |293683 | | | POLICE CYBER DIVISION

LN Description / Account 2 1000.30.15.1530.1545.1530.0000.0000.46040. Qty Unit Price Net Price 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 1.00 1900.00000 1900.00 EACH

SPECIFIED:

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: BBT400002309

Vendor Item

Inventory Item/Loc 1723

1 1000.30.15.1530.1545.1530.0000.0000.46010.



Requisition 00005678-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

1000.30.15.1530.1545.1530.0000.0000.42140.

MOBILE, AL

Review:

36601

Buyer: 9105fola

Ship To

vendorinvoices@cityofmobile.org

|Status: Released Page 9

Vendor

CELLEBRITE INC 7 CAMPUS DRIVE

SUITE 210

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

PARSIPPANY, NJ 07660

KEVIN.LEVY@CITYOFMOBILE.ORG

Te1#201-848-8552

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date | Vendor | Date | Ship Ordered Number Required Via |Terms | Department

02/23/24 |293683 | | | POLICE CYBER DIVISION

Net Price

LN Description / Account 2 1000.30.15.1530.1545.1530.0000.0000.46040. Qty Unit Price 3 1000.30.15.1530.1545.1530.0000.0000.42140.

323.00 1254.00

950.00

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

1.00

950.00000

EACH

SPECIFIED:

Additional Description Notes

B-BLB-01-019

DIGITAL COLLECTOR SUBSCRIPTION

START DATE: MARCH 31, 2024-MARCH 30, 2025 SERIAL NUMBER: BBAA0000000010556

S-BLB-01-013

DIGITAL COLLECTOR SUBSCRIPTION START DATE: MARCH 31, 2024-MARCH 30, 2025

SERIAL NUMBER: BBAA00000000010556 Vendor Item

Inventory Item/Loc 1723

1 1000.30.15.1530.1545.1530.0000.0000.46010.



Requisition 00005678-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

1000.30.15.1530.1545.1530.0000.0000.42140.

MOBILE, AL

Review:

36601

9105fola Buyer:

vendorinvoices@cityofmobile.ora _____ |Status: Released

Page 10

vendor

CELLEBRITE INC 7 CAMPUS DRIVE

SUITE 210

Ship To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

KEVIN.LEVY@CITYOFMOBILE.ORG

Te1#201-848-8552

PARSIPPANY, NJ 07660

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

|Vendor |Date |Ship

Ordered | Number | Required | Via Terms |Department

02/23/24 | 293683 | | | POLICE CYBER DIVISION ______ Qty Unit Price Net Price

LN Description / Account 2 1000.30.15.1530.1545.1530.0000.0000.46040. 3 1000.30.15.1530.1545.1530.0000.0000.42140.

161.50 627.00

106712.33

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

1.00 EACH 106712.33000

SPECIFIED:

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



Page 11

Bill To

Requisition 00005678-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

1000.30.15.1530.1545.1530.0000.0000.42140.

MOBILE, AL

Review:

36601

9105fola Buyer:

vendorinvoices@cityofmobile.org

|Status: Released

Vendor CELLEBRITE INC Ship To

7 CAMPUS DRIVE

SUITE 210

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

PARSIPPANY, NJ 07660

KEVIN.LEVY@CITYOFMOBILE.ORG

Te1#201-848-8552

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Qty

|Vendor |Date |Ship

Ordered | Number | Required | Via Terms |Department

02/23/24 | 293683 | | POLICE CYBER DIVISION

LN Description / Account
 1 1000.30.15.1530.1545.1530.0000.0000.46010. 2 1000.30.15.1530.1545.1530.0000.0000.46040.

18141.10 18141.10

Unit Price

3 1000.30.15.1530.1545.1530.0000.0000.42140.

70430.14

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. MOBILE, AL 36602 SUITE 2300

012 LICENSE FOR SOFTWARE AS

1.00 3497.26000 **EACH**

3497.26

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 1000.30.15.1530.1545.1530.0000.0000.46010.



Requisition 00005678-00 FY 2024

Acct No:

ACCOUNTS PAYABLE P O BOX 389

1000.30.15.1530.1545.1530.0000.0000.42140.

MOBILE, AL

Review:

36601

9105fola Buyer:

vendorinvoices@cityofmobile.org _____

|Status: Released Page 12

Vendor

CELLEBRITE INC 7 CAMPUS DRIVE Ship To

SUITE 210

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

PARSIPPANY, NJ 07660

KEVIN.LEVY@CITYOFMOBILE.ORG

Te1#201-848-8552

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

 	 Ship Via	Terms	Department

02/23/24 |293683 | | POLICE CYBER DIVISION

LN Description / Account 2 1000.30.15.1530.1545.1530.0000.0000.46040.

Unit Price Qty

2967.95000

Net Price 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

1.00

EACH

2967.95

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 1000.30.15.1530.1545.1530.0000.0000.46010.

504.55

2 1000.30.15.1530.1545.1530.0000.0000.46040.



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

9105fola Buyer: |Status: Released

vendorinvoices@cityofmobile.org

Page 13

Vendor

CELLEBRITE INC 7 CAMPUS DRIVE

SUITE 210

PARSIPPANY, NJ 07660

Te1#201-848-8552

Ship To

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	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
02/23/24	293683	<u> </u>			POLICE CYBER DIVISION

LN Description / Account 3 1000.30.15.1530.1545.1530.0000.0000.42140. Unit Price Net Price Qty 1958.85

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.
2 1000.30.15.1530.1545.1530.0000.0000.46040.
3 1000.30.15.1530.1545.1530.0000.0000.42140. 841.99 841.99 3268.89



ACCOUNTS PAYABLE P O BOX 389

Requisition 00005678-00 FY 2024

Acct No:

1000.30.15.1530.1545.1530.0000.0000.42140.

MOBILE, AL Review: 36601

Buyer: 9105fola

vendorinvoices@cityofmobile.org |Status: Released Page 14

Vendor Ship To

CELLEBRITE INC GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 7 CAMPUS DRIVE

SUITE 210

MOBILE, AL 36602

KEVIN.LEVY@CITYOFMOBILE.ORG PARSIPPANY, NJ 07660

Te1#201-848-8552

Deliver To

GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

|Vendor |Date |Ship Date |Number | Required | Via Ordered 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

CELLULAR PHONE CHARGES POLICE CYBER DIVISION EXP

1000.30.15.1530.1545.1530.0000.0000.46040.

62295.74 9227928.48

POLICE CYBER DIVISION EXP INTERNET SERVICE

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

Activity Date Comment clerk

02/23/24 Queued DONALD ROSE 02/23/24 SANDRA LEWIS Queued 02/23/24 Queued STEVEN KRONINGER



Bill To ACCOUNTS PAYABLE P O BOX 389	Requisition 00005678-00 FY 2024
MOBILE, AL 36601 vendorinvoices@cityofmobile.org	1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Released Page 15
Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300
PARSIPPANY, NJ 07660	MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602
Date Vendor Date Ship Ordered Number Required Via	 Terms Department
02/23/24 293683	POLICE CYBER DIVISION
LN Description / Account Queued 02/23/24 SAMANTHA CO Queued 02/23/24 JOHN PAINE Queued 02/23/24 MICHAEL SPA Queued 02/23/24 ANNE FOLEY	
Authorized By:	Date:

Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Howard Industries, Inc for replacement projection system for Maritime Museum.

Capital equipment.

Amount of Contract:

\$25,078.00

Funding Source

Project # **Discretionary Funds Project String Contract Number:**

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description Upload Date Type 20240319 Howard Agenda Cover Memo 3/19/2024 Package POs

REVIEWERS:

Department Reviewer Action Date

3/21/2024 - 2:05 Mayors Barber, James Approved

Office 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.
ii Cost wiii continue, write indefinite and list project annuar-cost.

RESOLUTION

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
6604	2024	(4020)	REPLACEMENT LCD	\$25,078.00	(292451)
		GULFQUEST	PROJECTORS AND		<u>HOWARD</u>
		MARITIME	PROJECTION SYSTEM		INUSTRIES, INC
		MUSEUM	FOR NATIONAL		
			MARITIME MUSEUM		
			(AMOUNT BELOW BID		
			REQUIREMENT, NCPA		
			COOPERATIVE		
			PURCHASING		
			AGREEMENT, NOT ON		
			STATE CONTRACT)		

Adopted:		
	City Clerk	



Bill To Reguisition 00006604-00 FY 2024

ACCOUNTS PAYABLE P O BOX 389

24006064

Acct No:

MOBILE, AL

2000.80.00.0000.0000.0000.0000.0000.44020. Review:

36601

Buyer: 9105fola

vendorinvoices@cityofmobile.org

|Status: Converted

Page 1

Vendor

HOWARD INDUSTRIES INC

Ship To GulfQuest Maritime Museum 155 South Water Street

P O BOX 1588

MOBILE, AL 36602-3710

LAUREL, MS 39441

STEWART.HOOD@CITYOFMOBILE.ORG

Tel#601-399-5831 Fax 601-399-5077 Delivery Reference

STEWART HOOD

Deliver To

GulfQuest Maritime Museum 155 South Water Street

MOBILE, AL 36602-3710

|Vendor |Date |Ship Date

Ordered | Number | Required | Via Terms |Department |GULFQUEST MARITIME MUSEUM 03/15/24 | 292451 |

LN Description / Account

Qty Unit Price Net Price

6075.00000

18225.00

General Notes

PER NCPA CONTRACT #01-145 (OMNIA)

Region 14 ESC - TX AND YOUR QUOTE #PL3 1379788.

Initial Term: December 1, 2022 - November 30, 2025.

001 PROJECTORS -NEC NP-PV800UL-B1-41ZL

3.00

- LCD projector 8000 lumens -WUXGA (1920 x 1200)-16:10 -

EACH

1080p-zoom lens - LAN - black-with

NEC InstaCare Next Business Day

-MPN: NP-PV800UL-B1-41ZL

-CONTRACT: : NCPA 01-145 Exchange

Vendor Item

1 2000.80.00.0000.0000.0000.0000.0000.44020.

E E0049

.OPERSUPPLS.

18225.00

Ship To

GulfQuest Maritime Museum 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD

Deliver To

GulfQuest Maritime Museum



_____ Bill To Reguisition 00006604-00 FY 2024

ACCOUNTS PAYABLE P O BOX 389

24006064

Acct No:

2000.80.00.0000.0000.0000.0000.0000.44020.

MOBILE, AL

Review: Buyer: 9105fola

36601 vendorinvoices@cityofmobile.org _____

|Status: Converted Page 2

Vendor Ship To

HOWARD INDUSTRIES INC

GulfQuest Maritime Museum 155 South Water Street

P O BOX 1588

MOBILE, AL 36602-3710

STEWART.HOOD@CITYOFMOBILE.ORG

Tel#601-399-5831

LAUREL, MS 39441

Delivery Reference

STEWART HOOD

Fax 601-399-5077

Deliver To

GulfQuest Maritime Museum 155 South Water Street

MOBILE, AL 36602-3710

lchin Wandor Date

_	Ordered		Required	Via	 Terms	 Department
	03/15/24	292451				GULFQUEST MARITIME MUSEUM

LN Description / Account 155 South Water Street Qty Unit Price Net Price

MOBILE, AL 36602-3710

002 ACCESSORIES -OPP 22757 Labor for 1.00 3434.00000 3434.00 EACH

theater projection system -MPN: OPP-22757 Labor -CONTRACT: NCPA

01-145

Vendor Item

1 2000.80.00.0000.0000.0000.0000.0000.44020.

.OPERSUPPLS. 3434.00

Ship To

E E0049

GulfQuest Maritime Museum 155 South Water Street MOBILE, AL 36602-3710

Delivery Reference STEWART HOOD

Deliver To

GulfQuest Maritime Museum 155 South Water Street MOBILE, AL 36602-3710

1.00 EACH 657.00000 657.00

003 ACCESSORIES -OPP 22757 Programming/ Commissioning -MPN: OPP-22757 Programming -CONTRACT: :

NCPA 01-145

Vendor Item



ACCOUNTS PAYABLE P O BOX 389

Reguisition 00006604-00 FY 2024 PO 24006064

Acct No:

2000.80.00.0000.0000.0000.0000.0000.44020.

MOBILE, AL

Review:

36601

Buyer: 9105fola

Ship To

vendorinvoices@cityofmobile.org

Status: Converted

vendor

HOWARD INDUSTRIES INC

GulfQuest Maritime Museum 155 South Water Street

P O BOX 1588

LAUREL, MS 39441

MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG

Tel#601-399-5831

Fax 601-399-5077

Delivery Reference

STEWART HOOD

Deliver To

GulfQuest Maritime Museum 155 South Water Street

MOBILE, AL 36602-3710

|Vendor |Date |Ship Date Ordered | Number | Required | Via |Terms | Department

03/15/24 |292451 | | GULFQUEST MARITIME MUSEUM

LN Description / Account

______ Qty Unit Price

Net Price

Page 3

1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0049 .OPERSUPPLS.

657.00

Ship To GulfQuest Maritime Museum 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD

Deliver To GulfQuest Maritime Museum 155 South Water Street MOBILE, AL 36602-3710

004 ACCESSORIES -OPP 22757 Standard Service Contract -MPN: OPP-22757 SSC -CONTRACT: : NCPA 01-145

1.00 894.00000

EACH

894.00

Vendor Item

1 2000.80.00.0000.0000.0000.0000.0000.44020.

E E0049 .OPERSUPPLS.



Bill To Reguisition 00006604-00 FY 2024

ACCOUNTS PAYABLE P O BOX 389

24006064

Acct No:

MOBILE, AL

2000.80.00.0000.0000.0000.0000.0000.44020.

Review:

36601 vendorinvoices@cityofmobile.org

Buyer: 9105fola |Status: Converted

Ship To

Page 4

Vendor

HOWARD INDUSTRIES INC

P O BOX 1588

GulfQuest Maritime Museum 155 South Water Street

LAUREL, MS 39441

MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG

Tel#601-399-5831

Fax 601-399-5077

Delivery Reference STEWART HOOD

Deliver To

GulfQuest Maritime Museum 155 South Water Street

MOBILE, AL 36602-3710

|Vendor |Date |Ship Date

Ordered | Number | Required | Via Terms |Department 03/15/24 | 292451 | | GULFQUEST MARITIME MUSEUM

LN Description / Account Qty Unit Price Net Price

Ship To

GulfQuest Maritime Museum 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD

Deliver To

GulfQuest Maritime Museum 155 South Water Street MOBILE, AL 36602-3710

005 ACCESSORIES -OPP 22757 Contingency Fee -MPN: OPP-22757 Contingency

1868.00000 1.00 EACH

1868.00

Fee -CONTRACT: NCPA 01-145

Vendor Item

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1868.00

Ship To GulfQuest Maritime Museum 155 South Water Street MOBILE, AL 36602-3710 Delivery Reference STEWART HOOD

Deliver To

GulfQuest Maritime Museum



Reguisition 00006604-00 FY 2024 Bill To ACCOUNTS PAYABLE P O BOX 389 24006064 Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. MOBILE, AL Review: 36601 Buyer: 9105fola vendorinvoices@cityofmobile.org |Status: Converted Page 5 _____ vendor Ship To HOWARD INDUSTRIES INC GulfQuest Maritime Museum P O BOX 1588 155 South Water Street MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG LAUREL, MS 39441 Tel#601-399-5831 Delivery Reference Fax 601-399-5077 STEWART HOOD Deliver To GulfQuest Maritime Museum 155 South Water Street MOBILE, AL 36602-3710 |Vendor |Date |Ship Ordered |Number | Required | Via Terms |Department 03/15/24 | 292451 | | GULFQUEST MARITIME MUSEUM _____ LN Description / Account Qty Unit Price Net Price 155 South Water Street MOBILE, AL 36602-3710 Requisition Link Requisition Total 25078.00 **** Project Ledger Summary Section **** Account Amount Remaining Budget 25078.00 .OPERSUPPLS. 62103.48 E E0049 **** General Ledger Summary Section **** Amount Remaining Budget 2000.80.00.0000.0000.0000.0000.0000.44020. 25078.00 CAPITAL IMPROVEMENTS FUND EXP **OPERATING SUPPLIES** **** Approval/Conversion Info **** Activity clerk Date Comment 03/15/24 Approved MATTHEW ANDERSON Auto approved by: 910518571 03/15/24 Approved BAYNE DUNAWAY Approved 03/15/24 KAREN POTH Auto approved by: 910518571 03/15/24 Auto approved by: 910518571 Approved MATTHEW ANDERSON 03/15/24 Approved BAYNE DUNAWAY KAREN POTH Approved 03/15/24 Auto approved by: 910518571 03/15/24 MATTHEW ANDERSON Approved 03/15/24 03/15/24 03/15/24 Approved **BRENDA RHODES** Auto approved by: 910511034 Auto approved by: 910511034 Approved by: 9105fola Auto approved by: 910516727 Auto approved by: 910516727 Approved TIFFANY HOLLINS RELYA MALLORY Approved Approved 03/18/24 DONALD ROSE Approved 03/18/24 SANDRA LEWIS Approved 03/18/24 STEVEN KRONINGER



Bill To ACCOUNTS PAYABLE P O BOX 389	Requisition 00006604-00 FY 2024 PO 24006064 Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL 36601 vendorinvoices@cityofmobile.or	Review: Buyer: 9105fola Status: Converted Page 6
Vendor HOWARD INDUSTRIES INC P O BOX 1588	Ship To GulfQuest Maritime Museum 155 South Water Street
LAUREL, MS 39441	MOBILE, AL 36602-3710 STEWART.HOOD@CITYOFMOBILE.ORG
Tel#601-399-5831 Fax 601-399-5077	Delivery Reference STEWART HOOD
	Deliver To GulfQuest Maritime Museum 155 South Water Street
	MOBILE, AL 36602-3710
Date Vendor Date Ordered Number Required	nip ia Terms Department
03/15/24 292451	GULFQUEST MARITIME MUSEUM
LN Description / Account Approved 03/18/24 SAMANT Approved 03/18/24 JOHN F Approved 03/18/24 MICHAE	Qty Unit Price Net Price A COOLEY Auto approved by: 910516727 INE Auto approved by: 910516727 SPAFFORD Auto approved by: 910516727
Authorized By:	Date: Signature

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



Rachel Laurie Riddle **Chief Examiner**

September 1, 2023

City and County Boards of Education To Whom It May Concern,

Alabama Municipalities

Alabama County Commissions

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), Ala. Code 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the National Cooperative Purchasing Alliance ("NCPA"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by NCPA pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by NCPA is approved for use through December 31, 2024. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), Ala. Code 1975, as amended by Act No. 2023-135.

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

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

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

Mailing Address:

P.O. Box 302251

Montgomery, AL 36130-2251

Telephone (334) 242-9200 Fax (334) 242-1775 www.examiners.alabama.gov If the Department can be of further assistance, please let us know:

Sincerely,

Rachel Laurie Riddle CHIEF EXAMINER

RLR/lbm



Response To **NCPA**

For **RFP #45-22**

Technology Solutions, Products, & Services

Due:

November 17, 2022 @ 2:00 PM

Presented By

TECHNOLOGY SOLUTIONS

Our Vision and Strategy

WedoIT





















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A Division of Howard Industries. Inc.

Letter of Transmittal

November 16, 2022

RE: RFP #45-22: Technology Solutions, Products, and Services

Dear: National Cooperative Purchasing Alliance:

Howard Technology Solutions (a division of Howard Industries, Inc., Federal ID Number 64-0466143 and SPIN 143022153) (Corporation) is pleased to offer a response to your RFP. Howard Technology Solutions has read and understands the bid and are able to provide the services requested. Howard Technology Solutions, with its 40+ years of manufacturing experience, is well versed in the manufacturing and production of technology products and services.

Howard Technology Solutions, a division of Howard Industries, Inc., was established in 1998 with our parent company being founded in 1968. Howard Technology Solutions currently employs approximately 4,531 employees. Howard Technology Solutions is driven by helping our customers understand technology products and services that could benefit their organizations.

While Howard clients from state governments and hospitals to the Kennedy Space Center, HOWARDedu focuses solely on the needs of K12 schools and higher education facilities, supplying them with affordable, advanced technology – everything from distance learning and interactive 21st Century classroom products to network security and storage solutions.

The office location that will serve as the main point of contact is Howard Technology Solutions at 36 Howard Dr., Ellisville, MS 39437. (Phone) 601.425.3181; (Email) bids@howardcomputers.com. Your point of contact for this RFP is: Brandey Boyd: Bids & Contract Manager, (Phone) 601.399.5831 (Fax) 601.399.5077 (Email) bboyd@howard.com.

Sincerely,

Brandey Boyd

Bids and Contracts Manager

Phone: 601.399.5831 Fax: 601.399.5077

Email: bboyd@howard.com

Table of Contents

Tab 1 – Master Agreement/General Terms and Conditions	1
Tab 2 – NCPA Administration Agreement	11
Tab 3 – Vendor Questionnaire	15
Tab 4 – Vendor Profile	19
Tab 5 – Products and Services	71
Tab 6 – References	90
Tab 7 – Pricing	96
Tab 8 – Value Added Products and Services	104
Tab 9 – Required Documents	117



TAB 1 MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.



Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

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Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- · Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested



Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient



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information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.



PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.



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Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$400 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.



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Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

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EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: <u>120 days</u>

Company Name		
36 Howard Drive		
Address		
Ellisville	MS	39437
City	State	Zip
601-425-3181	601-399-5077	
Telephone Number	Fax Number	
bboyd@howard.com		
Email Address		
Brandey Boyd	Bids and Contracts Ma	nager
Printed Name	Position	
BBax		
Authorized Signature		

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of <u>December 1, 2022</u>, by and between National Cooperative Purchasing Alliance ("NCPA") and Howard Technology Solutions, a division of Howard Industries Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated <u>December 1, 2022</u>, referenced as Contract Number <u>01-145</u>, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Technology Solutions, Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, remarketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing
 materials and advertisement. Any use of NCPA name and logo or any form of publicity
 regarding this Administration Agreement or the Master Agreement by Contractor must
 have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this
 Administration Agreement or to recover any administrative fee and accrued interest, the
 prevailing party shall be entitled to reasonable attorney's fees and costs in addition to
 any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job#	Sale Amount
			To	otal

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Howard Technology Solutions, a division of Howard Industries inc
Organization	Vendor Name
Matthew Mackel Name	Brandey Boyd Name
<u>Director, Business Development</u> Title	Bids and Contracts Manager Title
PO Box 701273 Address	36 Howard Drive Address
Houston, TX 77270 Address	Ellisville, MS 39437 Address
Adama. Signature	Boy Signature
December 1, 2022 Date	Date 23

888.912.3151 general·601.399.5077 fax 888.323.3151 technical support

A Division of Howard Industries, Inc. www.Howard.com

Online Quotation

Quote No: PL3 1379788.00 Customer Name: Bayne Dunaway

Company Name: Mobile, AL-Gulf Quest Museum

Quote Name: OPP-22757 Theater Projection System

Quote Date: March 13, 2024 **Phone Number:** 2512081043

Fax Number:

Item 1				
Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	NEC NP-PV800UL-B1-41ZL - LCD projector - 8000 lumens - WUXGA (1920 x 1200) - 16:10 - 1080p - zoom lens - LAN - black - with NEC InstaCare Next Business Day Exchange MPN: NP-PV800UL-B1-41ZL Contract: NCPA 01-145	3	\$6,075.00	\$18,225.00

Sub-Total: \$18,225.00

Shipping & Handling: Included

Taxes: Tax

Exempt

Total for Item 1: \$18,225.00

This Quote will expire on April 12, 2024. Please include your Quote Number on your Purchase Order.

Item 2				
Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	OPP 22757 Labor for theater projection system MPN: OPP-22757 Labor Contract: NCPA 01-145	1	\$3,434.00	\$3,434.00
2:	OPP 22757 Programming/ Commissioning MPN: OPP-22757 Programming Contract: NCPA 01-145	1	\$657.00	\$657.00
3:	OPP 22757 Standard Service Contract MPN: OPP-22757 SSC Contract: NCPA 01-145	1	\$894.00	\$894.00
4:	OPP 22757 Contingency Fee MPN: OPP-22757 Contingency Fee Contract: NCPA 01-145	1	\$1,868.00	\$1,868.00
			Sub-Total:	\$6,853.00
		Ship	ping & Handling:	Included
			Taxes:	Tax Exempt
			Total for Item 2:	\$6,853.00
	This Quote will expire	on April 12, 20	24.	

Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total: \$25,078.00

Shipping & Handling : Included

Taxes: Tax Exempt

Total: \$25,078.00

Notes:

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: https://www.howardcomputers.com/info/termsofsale.cfm), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com.

Howard's product warranties, return policies and related information are also available at https://www.howardcomputers.com/support/warranties.cfm, or may be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.



AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

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:

Departmen	nt Reviewer	Action	Date
Engineerin	g 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 REQUES	3/19/2024
CHANGE ORDER: (when money is available in project's budget; from provent of the project of the p	roject to contract)
REQUEST: Please Add \$\sum_{\\$_\$}154,479.00 from Capital Pr	oject#/Title:
to contract#2954	
Total amount of Change Order: \$\frac{154,479.00}{}\$ Current contract amount: \$\frac{1,778,052.00}{}\$ Revised contract amount: \$\frac{1,932,531.00}{}\$	
comments: Pending approval to provide additional engineering fees for construction	itional tion
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) \$154,479.00 (not to exceed): City 20% share: \$30,896.00) This Contract Amendment #1: Revised Contract Amount this date: \$1,932,531.00 (not to exceed): City 20% share: \$386,506.00) CONSOLTANT (Thompson Engineering, Inc.) **CITY OF MOBILE** Signature 4 Signature William S. Stimpson As Its: Mayor As Its: ATTEST: City Clerk Witness/Secretary City Engineer Date **SEAL:**

Duning A No.	OTDMD 7550(000)				
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	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.

2/23/2024

Date

CEI Alabama Division Leader

Position/Title

Project No.	STPMB-75	50(6	00)			
County	Mobile	Mobile				
Description	Zeigler Blvd	l Wid	dening fro	m Athey to Forest Hill		
Scope of Work	Construction	n Er	ngineering	and Inspection		
	Supplemen	tal F	Request N	o. 1		
Consultant	Thompson	Engi	ineering			
Fee Proposal (Construc	tion Engi	nee	ring an	d Inspection)		
PERSONNEL COST						
	Man-days					
Professional Engineer	15.00	•	360.00		400.00	
Project Manager	35.00		296.00		360.00	
Senior Inspector	70.00		232.00		240.00	
Level II Inspector	70.00		192.00		440.00	
Level II Inspector	70.00		176.40		348.00	
	Total Dir	ect l	_abor		788.00	
Combined Overhead (%)	135.00				013.80	
Out-of-Pocket Expenses**				\$ 4,3	355.00	
Sub-Total				\$ 140,	156.80	
Profit (10%)					015.68	
		Sub	-Total	\$ 154,	172.48	
	011		and the second	Caban Astal for fan aanh be	- W V	
SUB-CONSULTANTS (attach man-day & fee FR	OM each s	ID-C	onsultan		ere)	
				\$		
				\$		
					-	
				\$	-	
				\$		
0.1				\$		
Subconsultant Administration Expense (5%) Sub-Total		T-4-1	\$ 454	470.40		
		Sub	o- i otai	\$ 154,	172.48	
Facilities Capital Cost of Money (% of Direct Labo	0.53			\$	306.28	
		TA:	FAL FEE	£ 454	470 70	
		10	TAL FEE	3 154,4	478.76	

^{**}See Grand Total Fee sheet

Project No.	STPMR-75	550(600)					
		330(000)					
County Mobile Description Zeigler Blvd Widening from Athey to Forest Hill							
Scope of Work Construction Engineering and Inspection							
Scope of work				on			
1	Suppleme	ntal Request I	No. 1				
Consultant							
Out-of-po	ocket Ex	penses (CE	&I)				
TRAVEL COST							
Mileage Cost		Trips	Miles/Trip	\$/Mile		Total	
Project Mileage		260	25	\$0.670	_	4,355.00	
					\$		
					\$		
			Total Mileses	Cont	\$	4 255 00	
			Total Mileage		Þ	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		-	
			T. 4 . 1 O . 1 . 1		\$	-	
			Total Subsist		\$	4 255 00	
			Total Travel	Cost	Þ	4,355.00	
PRINTING / REPRODUCTION COST							
Type of printing/reproduction	# of Sets		Total Sheets		_	Total	
	0	0	0	\$ -	\$		
	0	0	0	\$ -	\$	(#E)	
	0	0	0	\$ -	\$	(- 1	
	0	0	0	\$ -	\$		
	0	0	0	\$ -	\$	-	
	U		g/Reproducti	1000	\$		
		TOTAL FILLING	ig/Reproducti	on cost	Ψ		
Communication Cost (telephone, fax, etc.)					•	Total	
					\$		
Postage Cost (overnight, stamps, etc.)						Total	
					\$	-	
Other (provide description on next line)						Total	
		Total Ou	t-of-pocket E	xpenses	\$	4,355.00	
Comments:							
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



John R. Cooper TRANSPORTATION DIRECTOR

Kay Ivey GOVERNOR

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

KCROSBY



CERTIFICATE OF LIABILITY INSURANCE

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).

th	is certificate does not confer rights to	the	certi	ficate holder in lieu of su	ch end	orsement(s)	1				
PRO	DUCER				CONTAC NAME:	CT Abby Fo	ster				
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#					
		INSURE			nsurance Co.			16535			
INSURED						INSURER B:					
						INSURER C:					
	Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste.				INSURER D:						
	Mobile, AL 36606				INSURER E:						
					INSURER F:						
co	VERAGES CER	TIEI	ATE	NUMBER:	MODILE			REVISION NUM	MBFR:		
TI IN C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	S OI EQUI PER	F INS REME TAIN,	SURANCE LISTED BELOW I ENT, TERM OR CONDITION THE INSURANCE AFFORI	N OF A DED BY	NY CONTRAC ' THE POLICI	CT OR OTHER IES DESCRIB	R DOCUMENT WI ED HEREIN IS S	TH RESPE	CT TO	WHICH THIS
INSR LTR			SUBR				POLICY EXP (MM/DD/YYYY)		LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY	INSU	WVD				(MINISON LITTE	EACH OCCURREN	CE	\$	1,000,000
	CLAIMS-MADE X OCCUR	X		GLO 3534778-02		2/1/2024	2/1/2025	DAMAGE TO RENT PREMISES (Ea occ	ED urrence)	\$	100,000 10.000
	X Contractual Liab.							MED EXP (Any one	person)	\$	1,000,000
	X XCU Included							PERSONAL & ADV	INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$	2,000,000
	POLICY X JECT LOC							PRODUCTS - COM		\$	2,000,000
Α.	OTHER:							COMBINED SINGLE (Ea accident)		\$	1,000,000
Α	AUTOMOBILE LIABILITY			BAP 3534779-02		2/1/2024	2/1/2025			\$.,000,000
	X ANY AUTO SCHEDULED	X						BODILY INJURY (P		\$	
	AUTOS ONLY AUTOS							PROPERTY DAMA (Per accident)		\$	
	HIRED AUTOS ONLY AUTOS ONLY							(Per accident)		\$	
	UMBRELLA LIAB OCCUR	_						EACH OCCURREN	CE.	\$	
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE								AGGREGATE	CE	\$	
	DED RETENTION\$							AGGREGATE		\$	
Α			\vdash					X PER STATUTE	OTH- ER	Φ	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PRABENIES (EXECUTIVE	N/A		WC 3534777-02		2/1/2024	2/1/2025	E.L. EACH ACCIDE		s	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE N (Mandatory in NH)							E.L. DISEASE - EA			1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - PO		s	1,000,000
Α	Auto Physical Damage			BAP 3534779-02		2/1/2024	2/1/2025	Various deduc			
	_										
PRO PRO The	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI DJECT NAME: Zeigler Boulevard (Athey DJECT NO: STPMB-7550 (600); 2007-202 City of Mobile, its employees, and agen eral Liability and Auto Liability where re	Road -02 ts, aı	i to F	orest Hill Drive) other indemnified parties					-contribut	tory b	asis as respect
CERTIFICATE HOLDER				CANC	ELLATION						
City of Mobile P.O. Box 1827 Mobile, AL 36633-1827					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
		I			AUTHORIZED REPRESENTATIVE						

ACORD 25 (2016/03)

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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.

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					CONTA	7				
PRODUCER Cadence Insurance, a Gallagher Company						CONTACT Patty Savage NAME: PAX 229 962 1057				
760 Howard Avenue, 2nd floor Biloxi MS 39530						PHONE (A/C, No, Ext): 8002770856 E-MAIL ADDRESS: patty.savage@cadenceinsurance.com				
BIIC	XI M2 39230									
				insurer(s) AFFORDING COVERAGE insurer a : Beazley Insurance Company, Inc.				37540		
INSU	RED		THOMINC-03					25674		
Tho	empson Engineering Inc.				INSURE		31 Topolty Go	isadity 55 of 7 tillollod		20011
	'0 Cottage Hill Rd Šte 190 bile AL 36606				INSURE					
IVIO	blie AL 30000				INSURE					
					INSURER F:					
CO	VERAGES CER	TIFIC	ATE	NUMBER: 1878554854				REVISION NUMBER:		
	IS IS TO CERTIFY THAT THE POLICIES									
CE	DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	PERT	AIN,	THE INSURANCE AFFORDI	ED BY	THE POLICIES	S DESCRIBED PAID CLAIMS.			
INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
	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:							COMBINED SINGLE LIMIT	\$	
	AUTOMOBILE LIABILITY							(Ea accident)	\$	_
	ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)		
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
В	X UMBRELLA LIAB X OCCUR	Y	Y	CUP8S42687024NF		2/1/2024	2/1/2025	EACH OCCUPRENCE	\$ 5,000	000
-	EXCESS LIAB CLAIMS-MADE	ļ .	'	001 0042007 024141		2/1/2024	2/1/2020	EACH OCCURRENCE AGGREGATE	\$ 5,000	
	OLANO-WADE							AGGREGATE	\$ 5,000	.000
	DED X RETENTION \$ 10,000 WORKERS COMPENSATION							PER OTH-		
AND EMPLOYERS' LIABILITY								E-L- EACH ACCIDENT	\$	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
Α	Professional Liability			C1D697240801		2/1/2024	2/1/2025	Per Claim	5,000	
								Aggregate	5,000	,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedul	le, may be	attached if more	space is require	ed)		
NO	TE: Umbrella Coverage above; policy no cility policy number GLO3534778, Auto	ımbe Liabil	r CU	P8S42687024NF through I	and En	's Property Ca nolovers Liab	asualty Co of ility policy nur	America is excess covera mber WC3534777 written	age ove	r General n Zurich
Ame	erican Insurance Company effective 2/1	/2024	to 2	/1/2025. Umbrella is follow	form th	ese policies.				
Project: Zeigler Boulevard (Athey Road to Forest Hill Drive)										
Project Number: STPMB-7550 (600); 2007-202-02										
CERTIFICATE HOLDER					CANCELLATION					
City of Mobile 205 Government Street					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
P. O. Box 1827 Mobile AL 36633						AUTHORIZED REPRESENTATIVE				
United States						12/2/20				

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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:3/26/2024

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
$\boldsymbol{\mathcal{C}}$	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

Capital	Rhodes, Brenda	Approved	PM 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	
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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 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.

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.

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. <u>Professional Errors and Omissions</u>

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.

	Legal Name of Party to Contract:
OWNER: City of Mobile	CONSULTANT: Geotechnical Engineering Testing, Inc.
Signature	Signature
William S. Stimpson, Mayor	Curt Doyle, P.E., Principal Engineer
Printed Name and Title	Printed Name and Title
8 11	(Corporate Seal if applicable)
ATTEST: City of Mobile	

STATE OF ALABAMA COUNTY OF MOBILE

City Clerk

Before me, the undersigned a Notary Public in and for said County and State, personally appeared <u>Curt Doyle</u> as <u>President</u> of <u>Geotechnical Engineering-Testing, Inc.</u> 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

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



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.



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. (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.



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



HANK M. OAKES, P.E. Senior Geotechnical Engineer

Professional Qualifications/Licensures and Affiliations

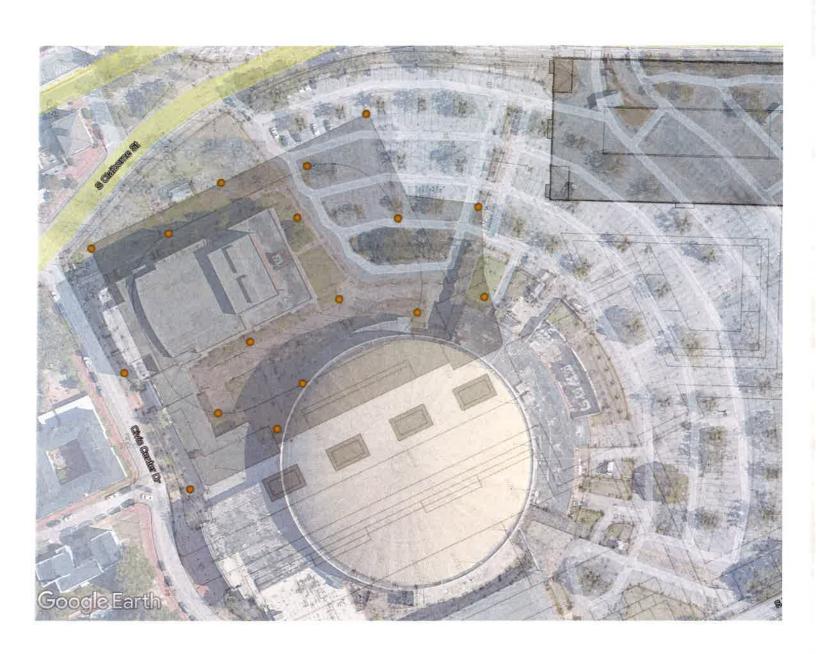
- B.A. Math Education, Harding College
- B.S. Civil Engineering, University of South Alabama
- Practicing Geotechnical Engineering since 1985
- Professional Engineer: Alabama No.19576, Mississippi No.15971, Florida No. 86758

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



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 C	TR PROJ MGMT	/SITE DESIGN/UTI RI	E
CAPITAL PROJECT # CO	865	DATE OF RECEIF	от <u>3-20-24</u>
DEPT. PROJECT # CC-0		_	
PROJECT DESCRIPTION	Geotech inve	stigation/materials	testing services to
support the design of	new construct	ion of Civic Center	
CONTRACT AMOUNT	\$ 182,500.00		
VENDOR NAME Geotec	chnical Engineeri	ng Testing, Inc.	
VENDOR NUMBER 72	600		
DEPT #	DEPT I	NAME Architechtural E	Engineering
CONTRACT ADMINIST	RATOR Carleen S	Stout-Clark	
Please Select by circlin	g one (Type):		
Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	
RETAINAGE INFORMAT			
SHOULD RETAINAGE BE different, indicate speci		N <u>×</u> ; 5% of th	ne 1 st 50% or If
*Unit Price Contracts a	re estimates pei	r F. Kessler - do not r	equire Change Orders
**General Construction	requires Chang	ge Order for 10% ove	erages.
Prepared by: Rhondo	Lewis/Ca	rleen Stout 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

Program Manager

Sam Matheny

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

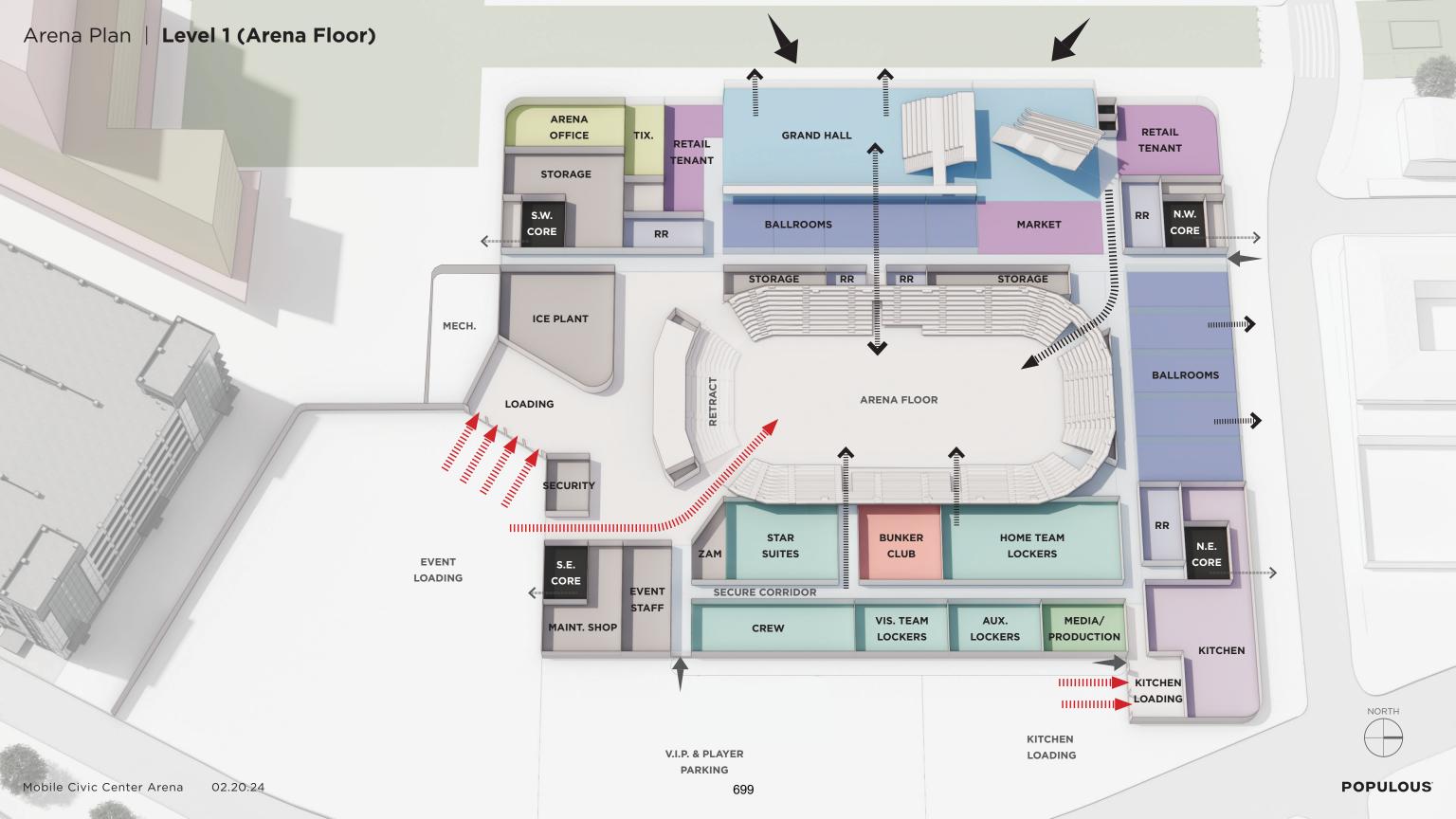


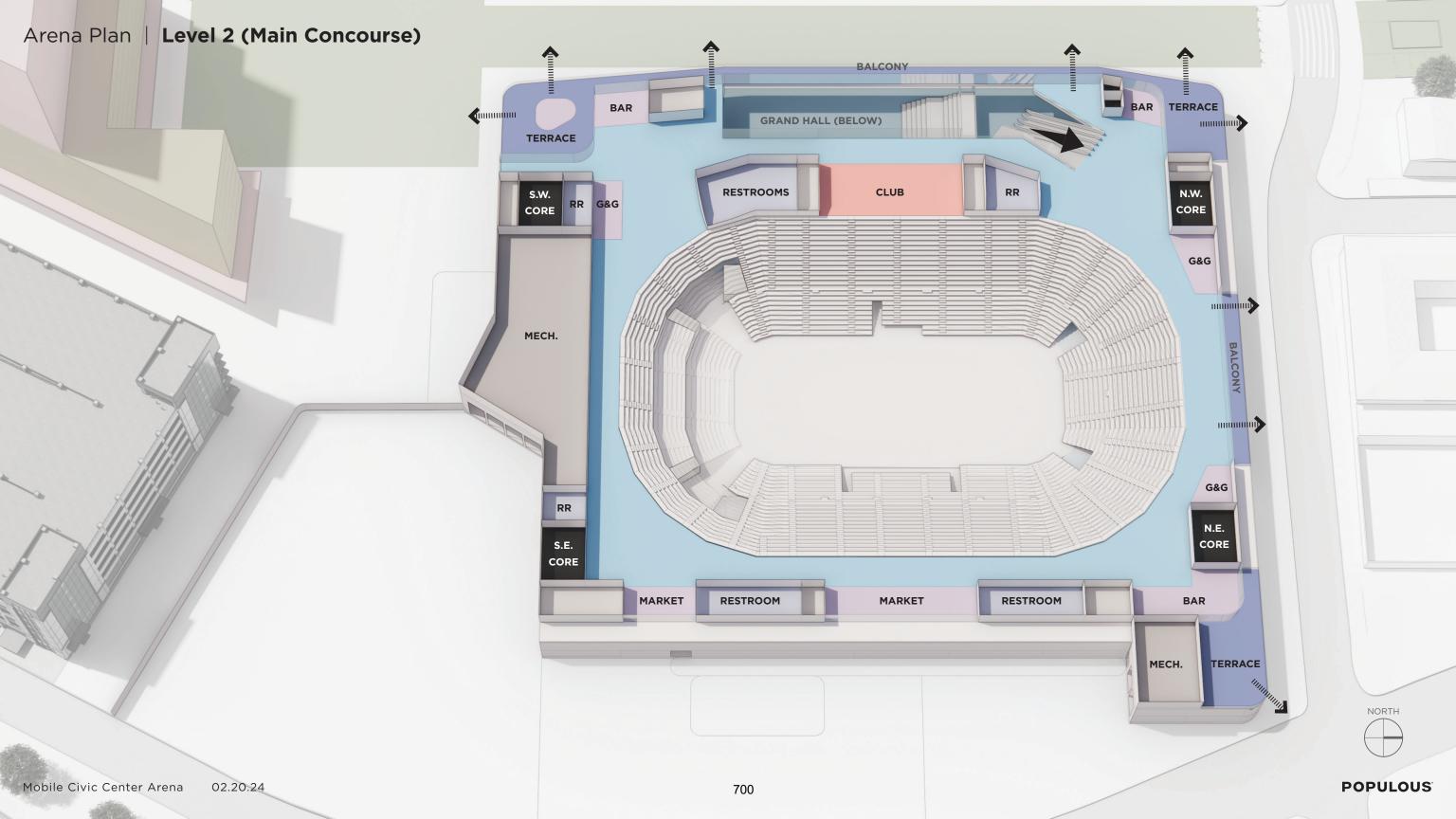


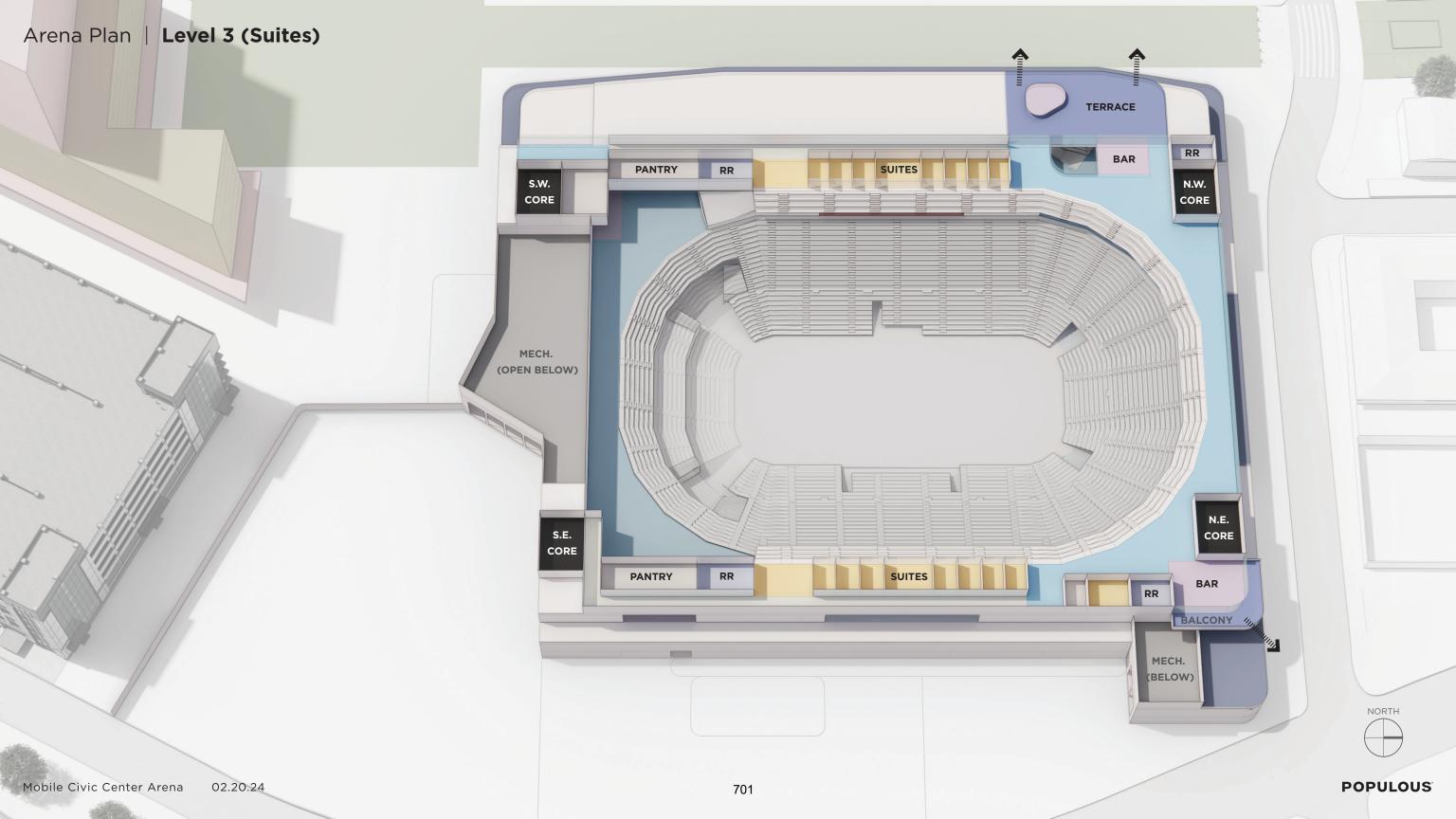
ATTACHMENT B

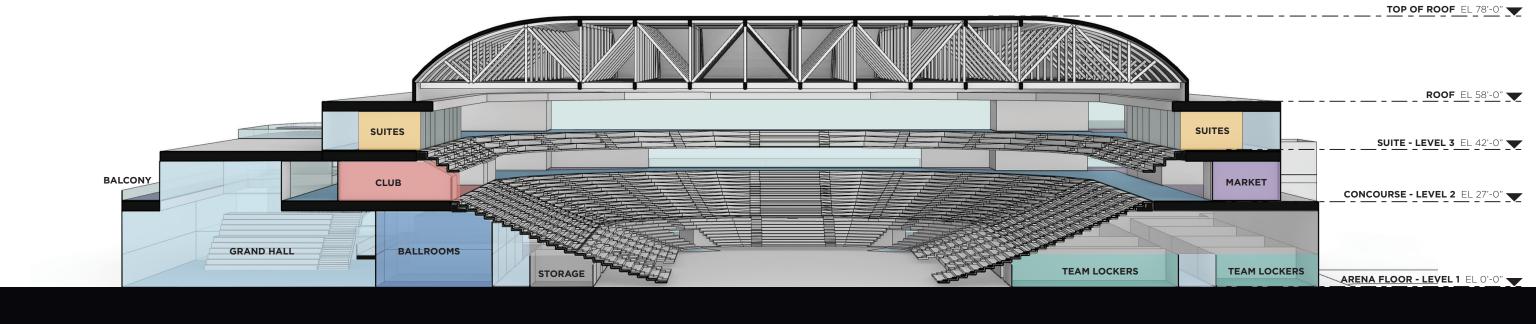
Concept floor plans and cross section for new Civic Center









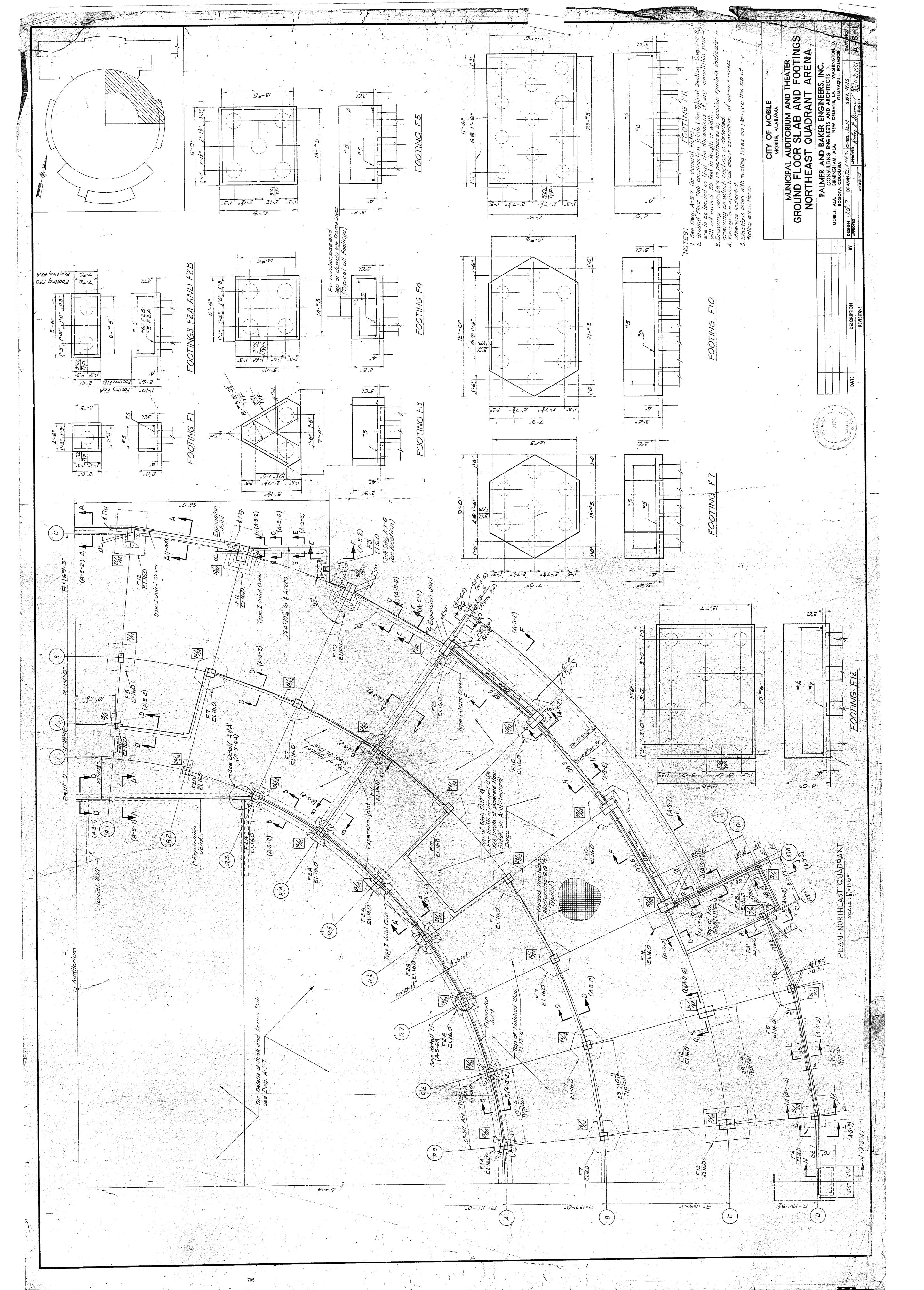


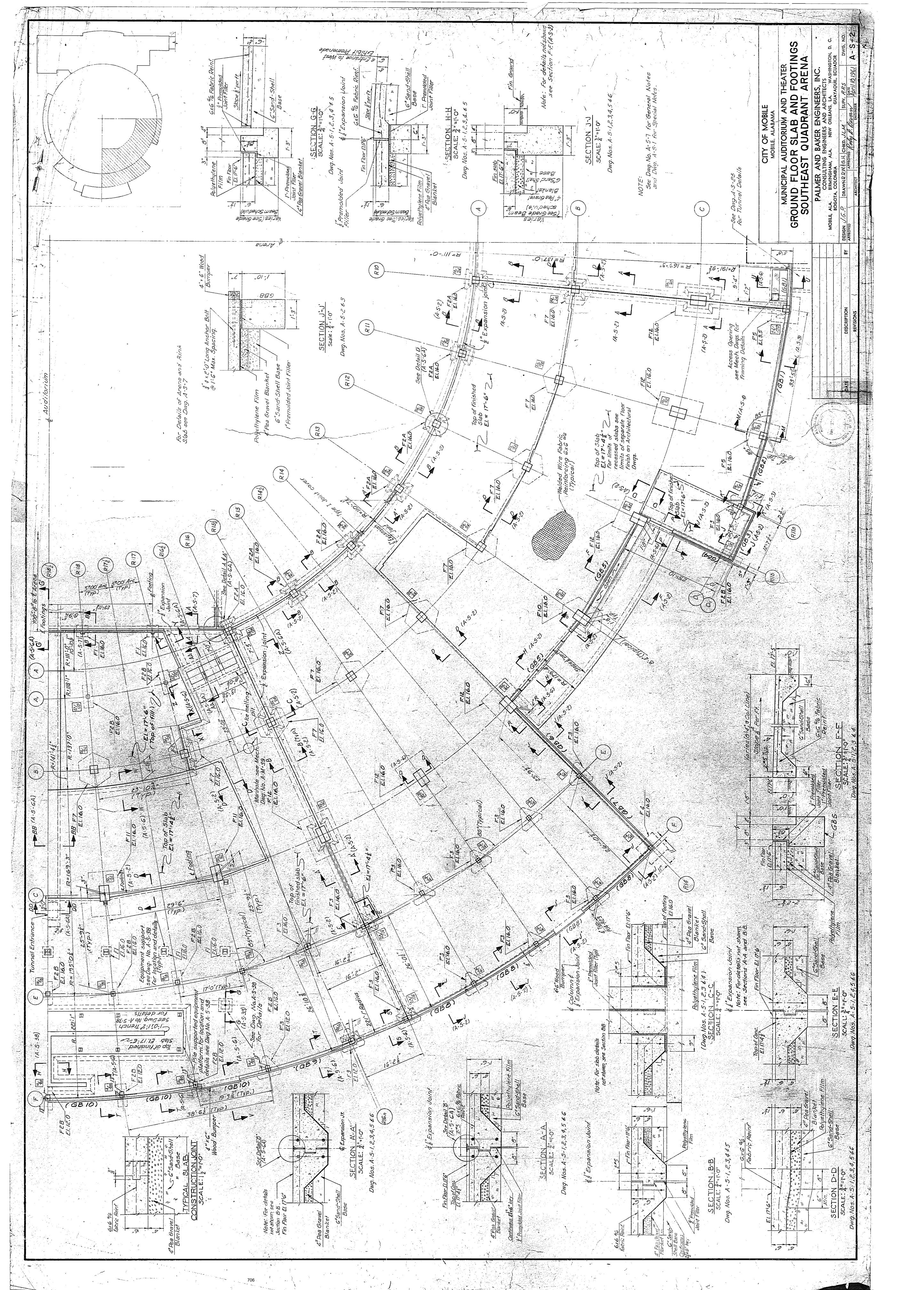
ATTACHMENT C

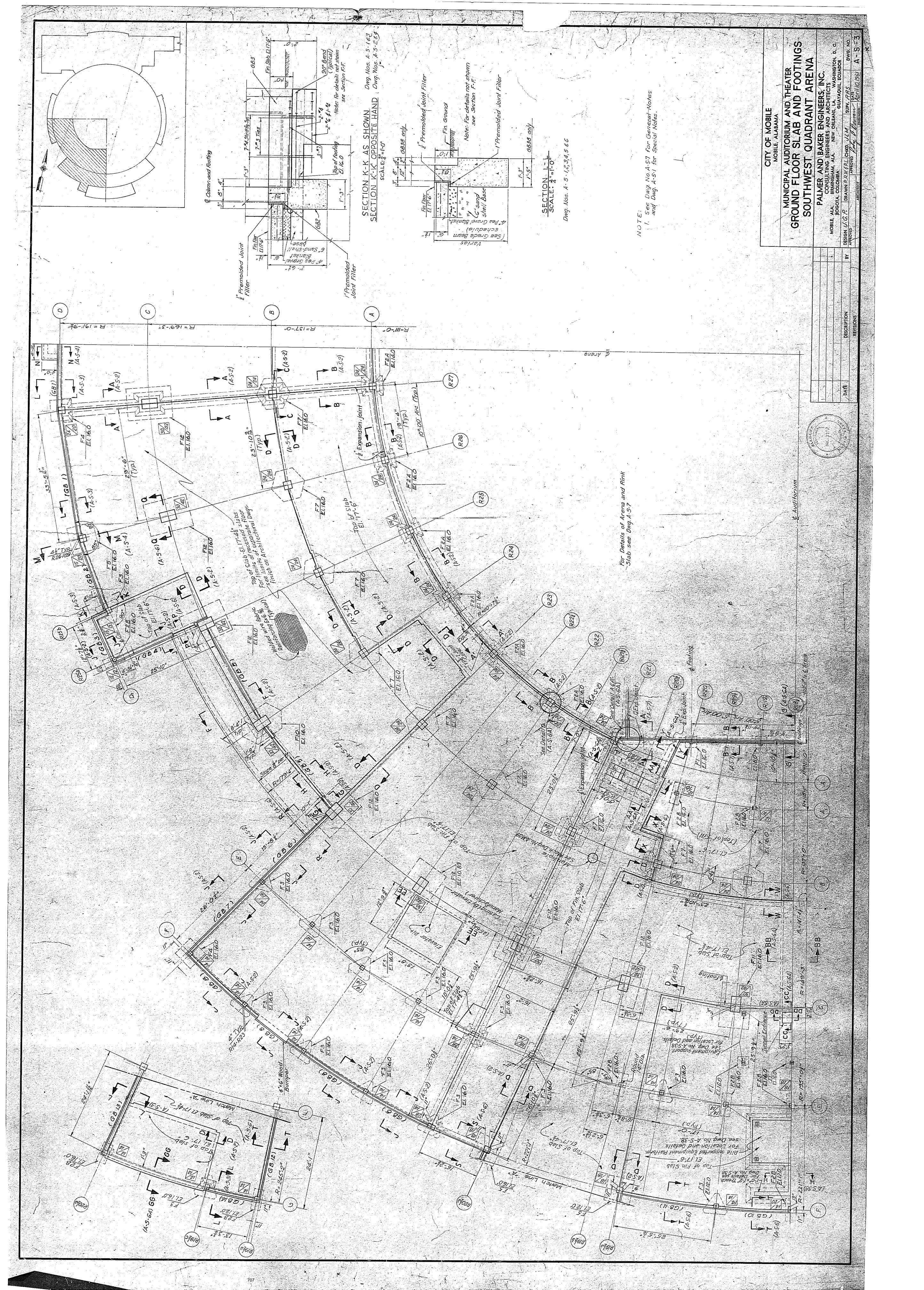
Structural Design Drawings for the current Civic Center

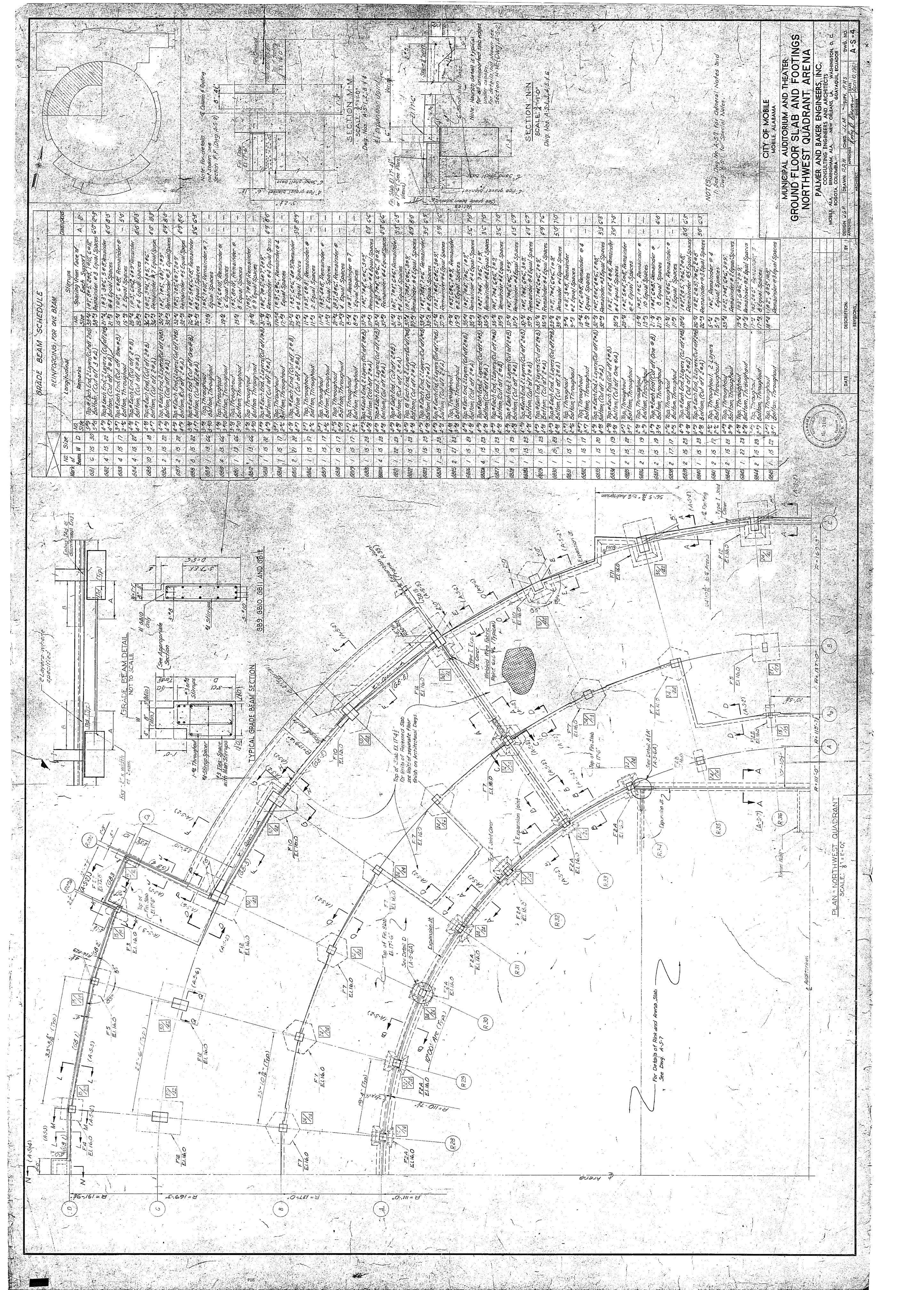


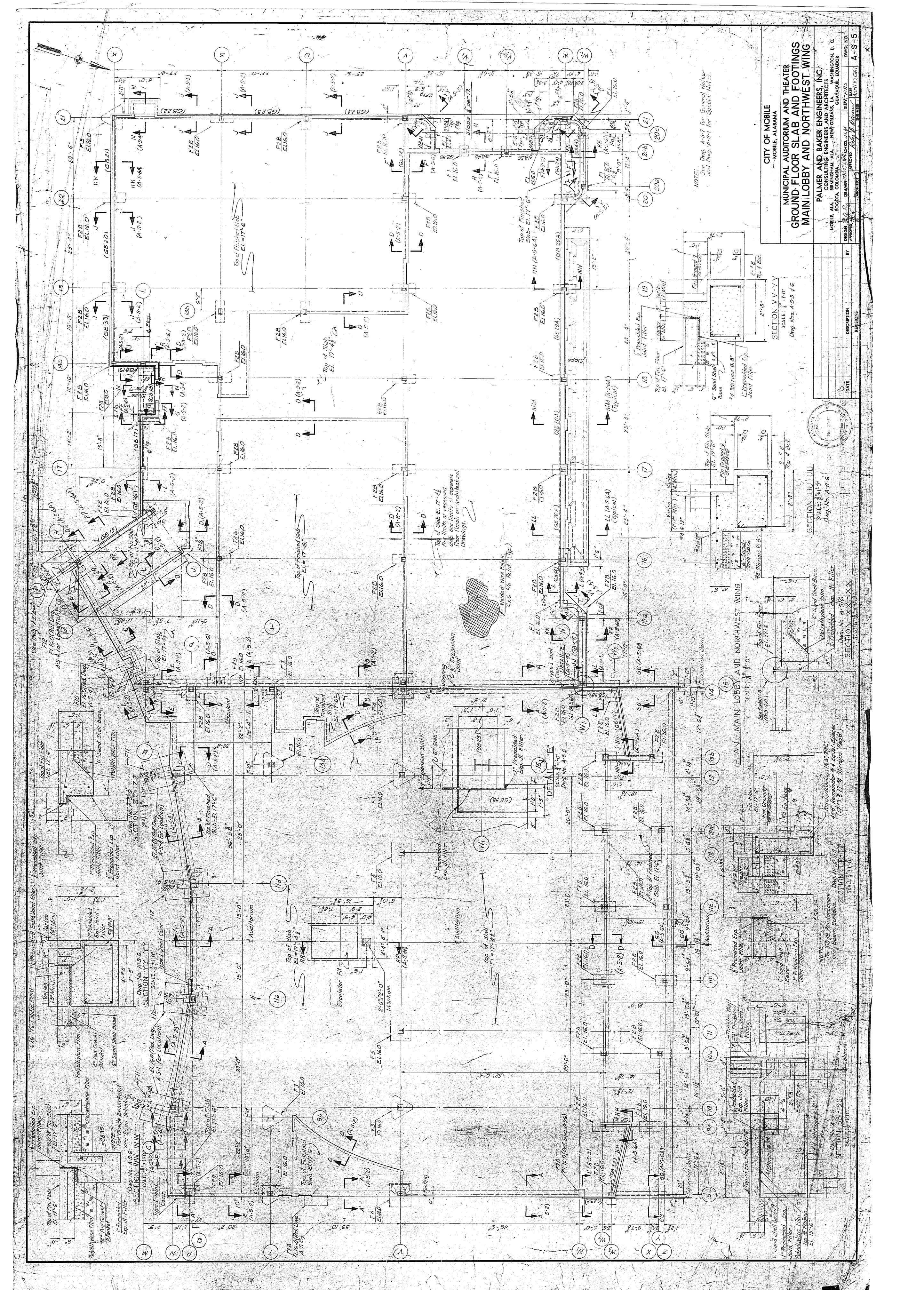
	ELECTRICAL No.)		וי, ויה	ain Floor	A	A-E-7 A-E-8	E-9 Cc	5 11 2	E-12 Lic	E-14 Lig	E-16	6-18	E-19 Machinery Room Layout - Pump Platform Levels		A-E-23 Lighting Control Panels - Arena and Balcony	A-E-25 Power Feeders Layout - Auditorium	E-26 Power One Line Diagram - Auditorium -27 Power Diagrams - Auditorium and Theater	-29 Commy	4-E-30 Communication Systems Riser Diagram - Auditorium	:-32 Defails								T-E-/ First Floor Dien Layout	T-E-3 Third Floor Plan Layout	7-E-4 Attic Plan Layout 7-E-5 Stage Plan Layout	T-E-G Power Diagrams and Schedules T-E-7 Power Diagram	E-8 Sound 21	T-E-10 Stage Lighting Control - Sheet No.1	1-E-11 Stage Lighting Control - Sheet No. 2 T-E-12 Aisle Lighting	T-E-13 Light Fixture Schedules T-E-14 Miscellaneous Details					CITY OF MOBILE	MUNICIPAL AUDITORIUM AND THEATER	DRAWING INDEX	DAI NAER AND RAKER ENGINEERS INC	
	NO. TITE			0-2 Foundation Dian - Southwest	Foundation Plan - North	y A-P-6 Foundation Plan - Southeast	7-7 Foundation Plan - West Exhibit Promenade and Main L P-8 Main Floor - Plan - Southwest Quadrant	P-9 Main Floor - Plan - Northwes	0-11 Main Floor - Plan - Southeas	P-13 Wain Floor-Plan - West Exh	0-15 6	7-16 Concourse and Part Balcony 7-17 Concourse and Part Balcony	2-18 Main Lobby - Plan - Concourse	2-20 Roof Plan - Northwest Quadra	2.22 Roof Plan - Northeast Quadrant	2-23 Roof Plan - East Exhibit Pron	25 Piping Riser Diagrams - Sheet No. 1	227 Piping Riser Diagrams - Sheet	-28 Plumbing Defails -29 Fire Protection Defails										7-P-1 Foundation Plan 7-P-2 Orchestra Floor - Plan	T-P-3 Mezzanine Floor - Pien	T-P-4 Dalcony Floor - Pier	7.P-6 Piping Diagrams of end Cold Water Lines	T.P.8 Fire Protection Details												
S Z	NO. TITLE		A-M-1 Ken Plan and Sum hola	A-M-2 Air Conditioning - Main Floor - Southeast Quadrant	-M-4 Air Conditioning - Main Floor - Northwest Q	adrani nd Main Lobb	-M-8 Air Conditioning - Concourse - Southeast Quadrant	A-M-9 Air Conditioning - Concourse - Northeast Quadrant A-M-10 Air Conditioning - Concourse - Northwest Quadrant	A-M-11 Air Conditioning - Concourse - Southwest Quadrant A-M-12 Air Conditioning - Concourse - Main Lobbu	Air Conditioning - Arena and Balcony - Southeast	-M-15 Air Conditioning - Arena and Balcony - Northwest (Air Condit Air Condit	· Conditioning - Balcony Plan · Conditioning Piping - Above Main Floor	Air Condit	4-W-22 Machinery Room - Plan - Main Floor	achiner.	A-M-25 Machinery Room - Sections - Sheet No. 2 A-M-26 Cooling Towers	A.M.27 Main Piping Diagram and Refrigerant Flow Data	4-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	4-N-34 Air Conditioning - Control Panel 4-N-35 Heat Pump - Prelimatic - Flectric Control Disarsone	A-M-36 Piping Support Details - Above Concourse Ceiling	A-M-38 Ice Rink - Plan	A-M-39 Ice Rink - Sections and Details A-M-40 Ice Rink - Insert Plan	4-M-41 Theater Utilities Tunnel 4-M-42 Heat Pump Equipment - Piping Details			7-M-1 Air Conditioning - Foundation Plan T-M-2 Air Conditioning - First Floor Plan	T-N-3 Air Constitioning - Second Floor Plan	T.V.5 Air Conditioning - Roof Plan	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												
	.0v.	6-5-1 Site Plan 6-5-2 Grading Plan	2-7	1000	A-5-4 Ground Floor Slab and Footings - Northwest Quadran! Arena A-5-5 Ground Floor Slab and Footings - Main Lobbit and Morthwest Wind	6	5-7 Arena and Rink Slab and Tunnel Details	Second Floor Framing at E1, 33-6" - Sheet 1 of Second Floor Framing at E1, 33-6" - Sheet 2 of	10 Second Floor Framing at El. 33'-G" - Sheet . 11 Second Floor Framing at El. 33'-G" - Sheet	12 Second Floor Framing at El. 33'- 6" - Sheet 5 of	4-5-14 Roof Framing Plan at El. 46'-6"- Sheet 20f3	4.5-16 Balcony Framing Plan - Sheet Tof4	A-5-17 Balcony Framing Plan - Sheet 2of4 4-5-18 Balcony Framing Plan - Sheet 3 of4	19 Balcony Framing Plan - Sheet 4 of 4	21 Radial Frames - R2, R3, R5-R9, R11-R13, R24-R26, R28-R.	23 Radial Frames - R4, R10, K14 &, K10 &, K21 &, K22 & K21 & K21 & K22 & R23	A-5-24 Radial Frames - RIG & R21 A-5-24A Girder Details and Column Schedule	25 Utility Tunnel Details	A-5.27 Structural Steel - Arena Roof Details - Sheet lof 2	4-5-20 Structural Steel - Arena Koof Details - Sheet Rof 2 4-5-29 Structural Steel - Arena Ceiling-Catwalks and Platforms - Sheet Lof 5	4-5-30 Structural Steel- Arena Ceiling - Catwalks and Platforms - Sheet 2 of 5 4-5-31 Structural Steel - Arena Ceiling - Catwalks and Platforms - Sheet 3 of 5	4-5-32 Structural Steel- Arena Ceiling - Catwalks and Platforms - Sheet 4 of 5 1-5-33 Structural Steel - Arena Ceiling - Catwalks and Platforms - Sheet 5 of 5	4-5-33A Structural Steel-Arena Ceiling - Stage Hoisting Arrangement	4-5-35 Structural Steel Framing - Roof - Main Lobby and Northwest Wing	4-5-36 Structural Steel Framing - Marquee - Bracing	4-5-38 Equipment Supports and Platforms - Sheet lof 2 1-5-39 Equipment Supports and Platforms - Sheet Lof 2	4-5-40 Cooling Tower Sump and Foundation Details 1-5-41 Cooling Tower Support Structure	1-5-42 Arena Canopies and Miscellancous Details	T-5-2 Footing Details	Grade Beam and Waterproof	5 Ground' Floor Slab - Sheet	7-5-6 Ground Floor 5/86 - Sheet 2 of4 7-5-7 Ground Floor 5/86 - Sheet 3 of4	1-5-8 Ground Floor S/a5 - Sheet 4 of 4 7-5-9 Floor S/a5s s. El. 25'-8 [", El. 30'-6" and El. 32'-0"	2) Balcony Slab Defails Floor and Roof Slabs at El. 37'-82", El.49'-82" an	? Roof Slabs at El. 70'-4", El. 79'- 10\$" and El. 94'-82"	Column Schedule	7-5-15 Framing Plan at El. 25'-82", El. 30'-6" and El. 32'-0" 7-5-16 Framing Plan at El. 37'-82" and El. 42'-6"	7 Balcony Framing Balcony Framing	7-5-19 Framing Plan at El. 49'-82" and El. 57'-10" T-5-20 Framing Dlan at El 70'-4" El 70'-10 2" and El 01' 0 2"	Roof Truss Details	2 Stage Gridiron 3 Elevations- Longitudinal Framing	-5-24 Elevations - Transverse Framing - Sheet Lof 2 -5-25 Elevations - Transverse Framing - Sheet 20f2			
	ARCIII I CIONAL TITE	Title Sheet Drawing Index	-1 Arena - Floor Plan and Legend of Areas	4-A-2 Concourse - Floor Plan and Legend of Areas 4-A-3 Balcony - Floor Plan and Legend of Areas	Exterior Elevations - North Front and West Side Main Entrance Elevation		A-A-8 Exhibit and Office - Northeast Wing Plan	A-A-10 Mezzanine and Northeast Roof - Plan and Details A	4-A-11 Northwest Quadrant - Arena Plan A-A-12 Northeast Quadrant - Arena Plan	4-4-13 Southwest Quadrant - Arena Plan A-A-14 Southeast Quadrant - Arena Plan	4-4-15 Northwest Quadrant - Concourse Plan	West Quedrant - Concourse Plan	4-4-18 Southeast Quadrant - Concourse Plan 4-4-19 Northwest Quadrant - Balcony Plan	4-A-20 Northeast Quadrant - Balcony Plan A-A-21 Southwest Quadrant - Balcony Plan	A-A-22 Southeast Quadrant - Balcony Plan	A-A-24 Spider Assembly and Details	of Main Lobby and Mezzanine A-	and Miscellaneous Defails A-	4-4-29 Details of Stair - C-N	 A-	heet 1 heet 2 heet 2	100 dect 3 dect 4 dect 4	4-4-36 Finish Schedule - Sheef 5 4-4-37 Door Schedule	4-A-38 Door Details 4-A-38 Door Details 4-A-38 Section and Details of Stans and Dressing Rooms	Interior Wall Sections A-	4-A-42 Details of Stair A and B. 4-A-42 Detail- Spotlight Ports and Misc. Details	A.	A. Conard Elman Dlane	T.A-2 Mein Lounge Plen	T-4-3 Right Half Orchestra Floor T-4-4 Left Half Orchestra Floor	7-4-5 Stage and Dressing Rooms Ist Floor	T-A-7 Balcony and Mezzanine-2nd Floor	T-A-9 Chorus Rooms and Upper Part of Shops-2nd Floor	-4-10 Chorus Toilets 2nd Floor and Details -4-11 Upper Shops and Machine Rooms 3rd Floor	T-A-12 - Longitudinal Section of Orchestra T-A-13 Section Thru Stage and Shops	T-A-14 Cross Sections Orchestra Looking Forward and Back T.	7-4-15 Elevations Wain Lounge and Miscellaneous Details 7-	-A-17 Main Lounge Floor Layout - Stair and Miscellaneous Details T	-4-19 Front and Side (Fast) Elevations T-3		4-82 Door Schedule - Sheet Lof & and Lintel Details A-23 Door Schedule - Sheet 2 of 2 and Miscellaneous Details 7.5	A-24 Finish Schedule - Sheet lof 2 A-25 Finish Schedule - Sheet 2 of 2	-A-26 Marquee Front and Side Details -A-27 Stage Ventilators and Miscellaneous Details 7.5	1	1.00 Detaile of Steine

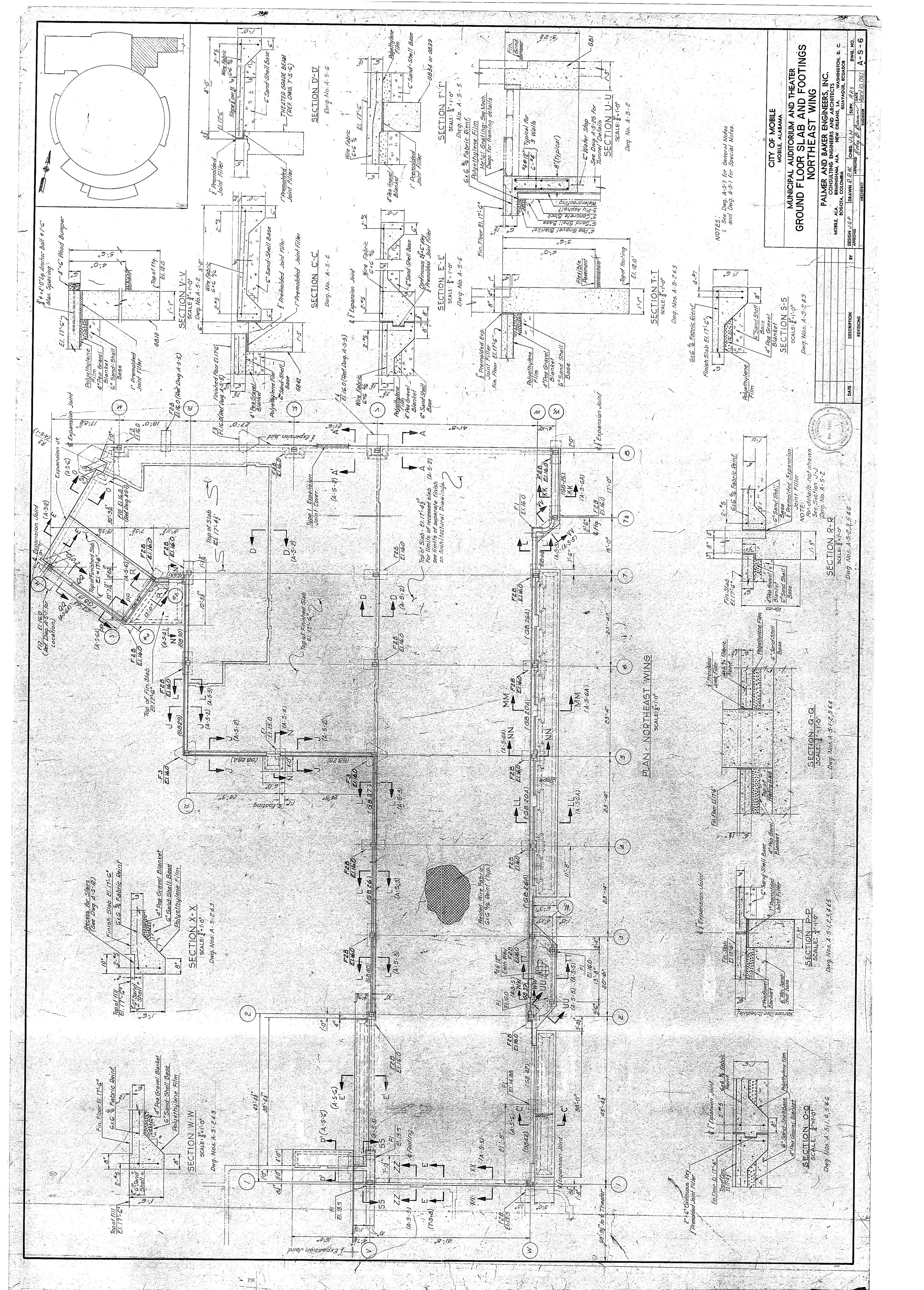


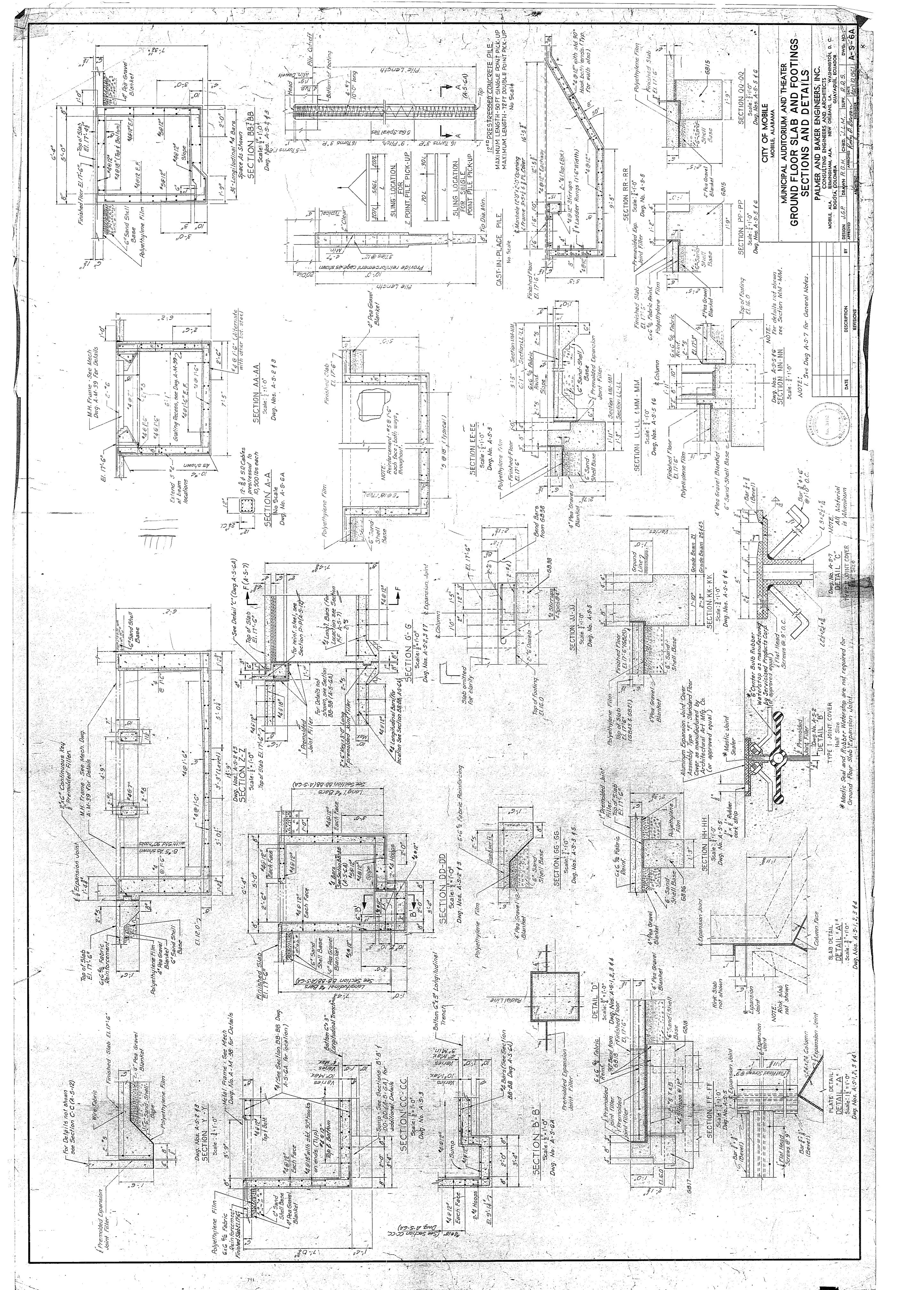


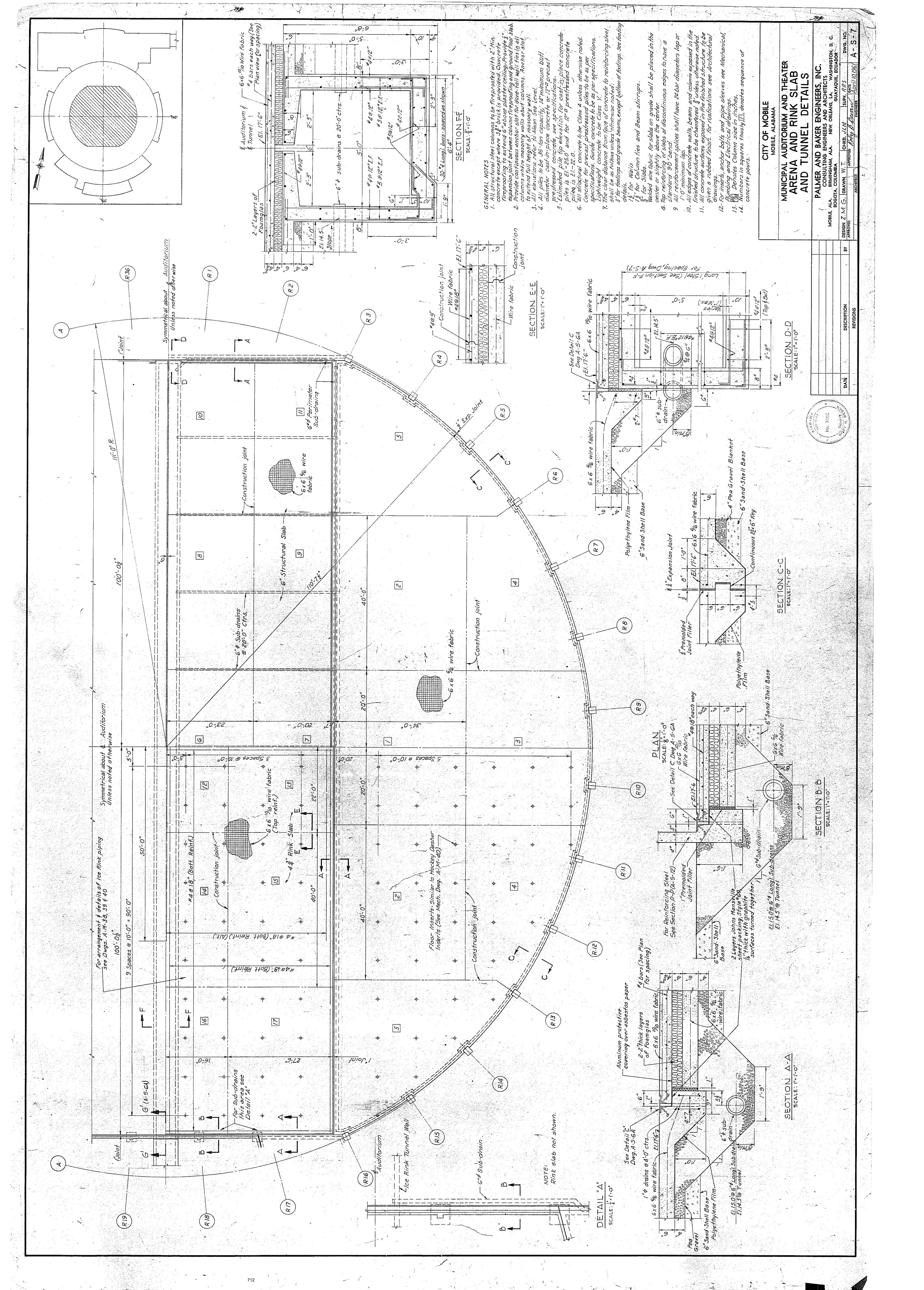


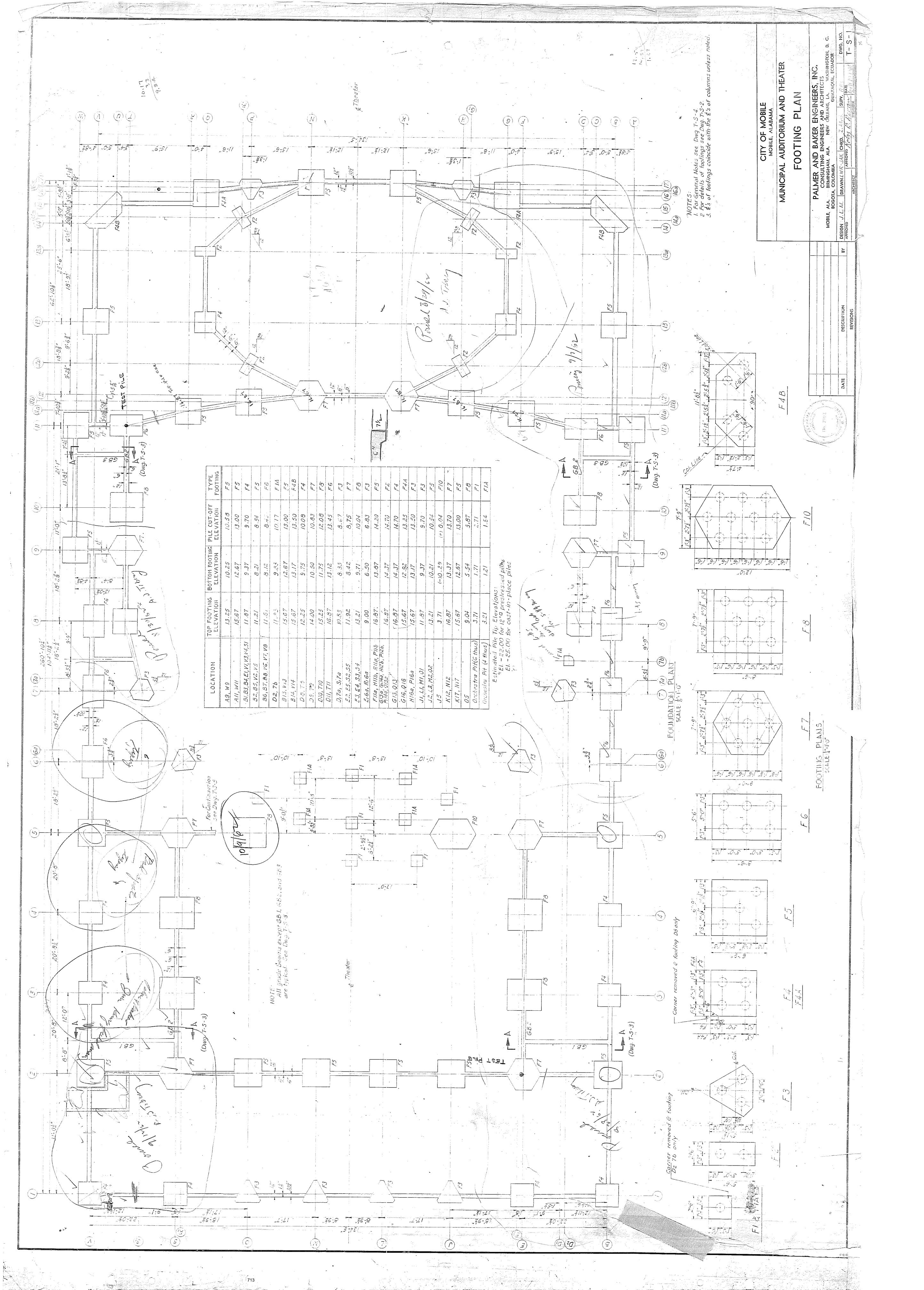


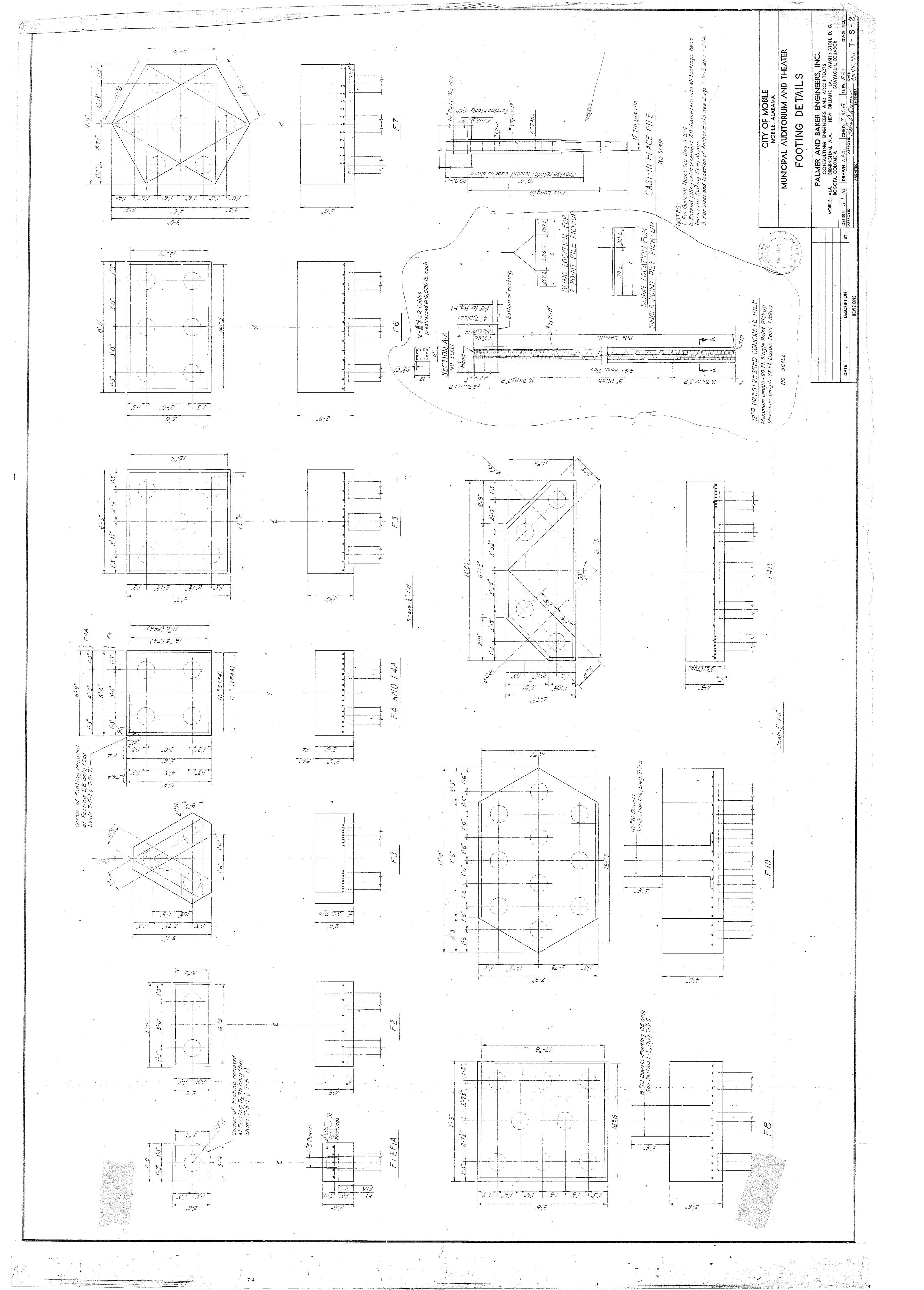


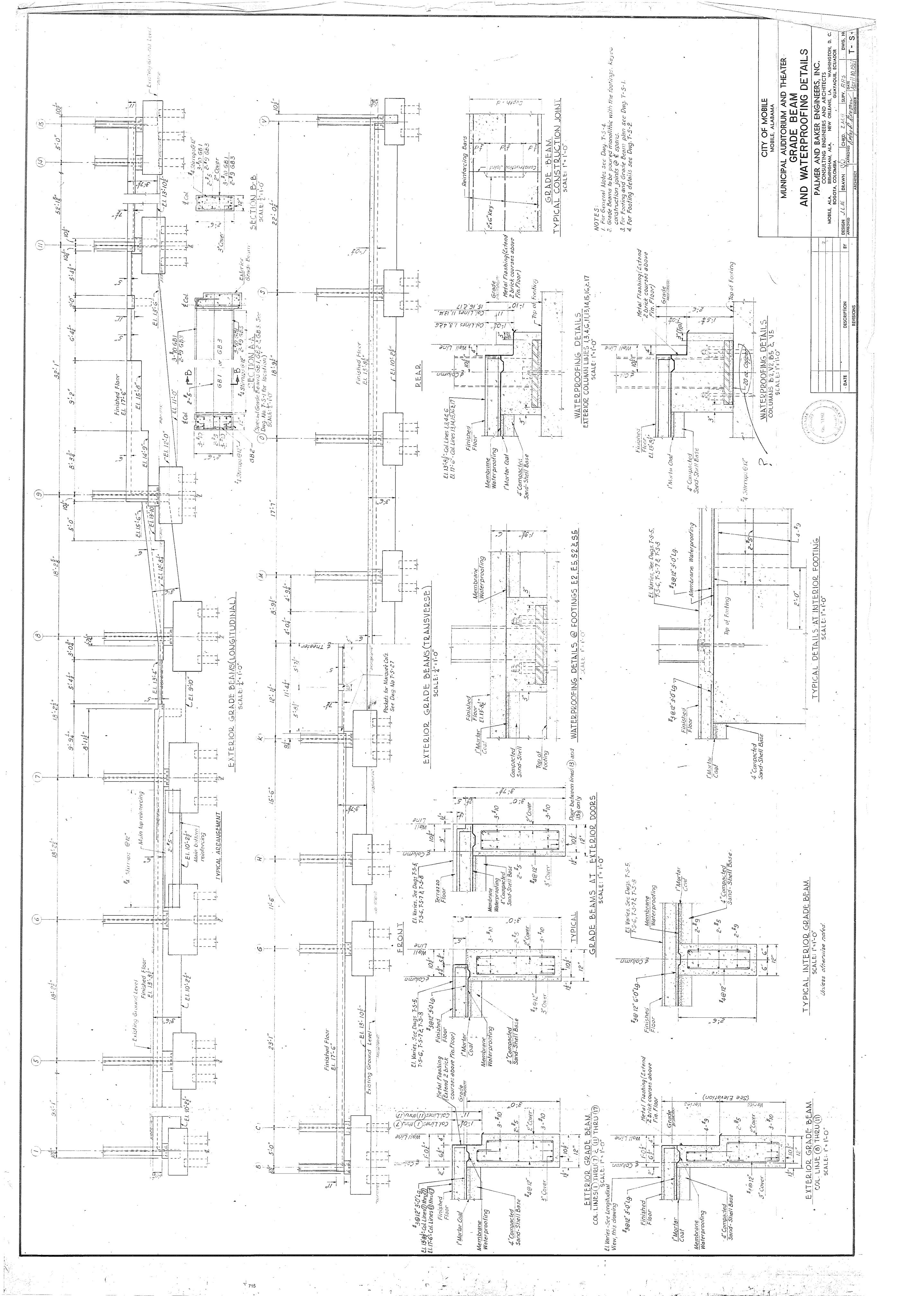


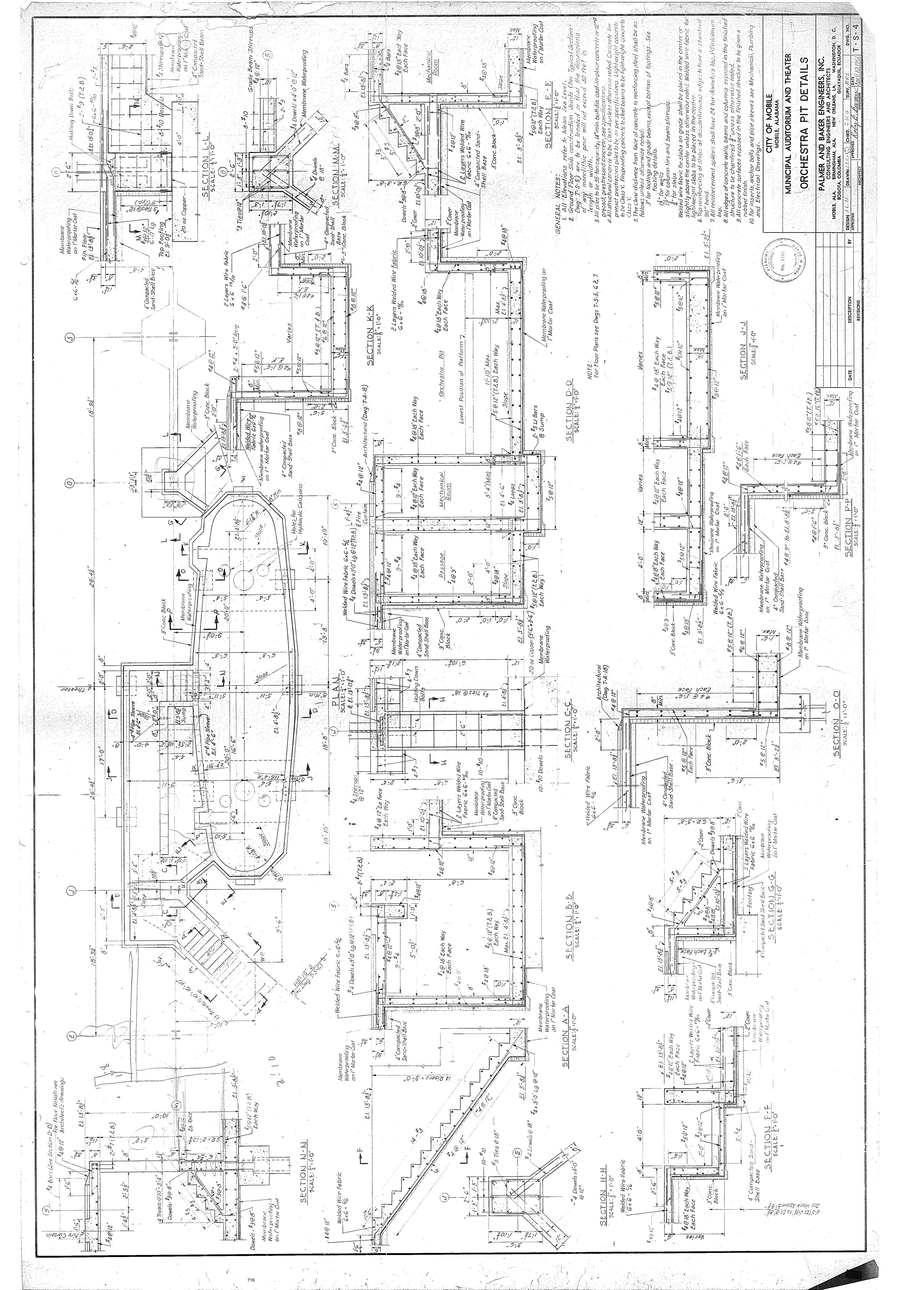


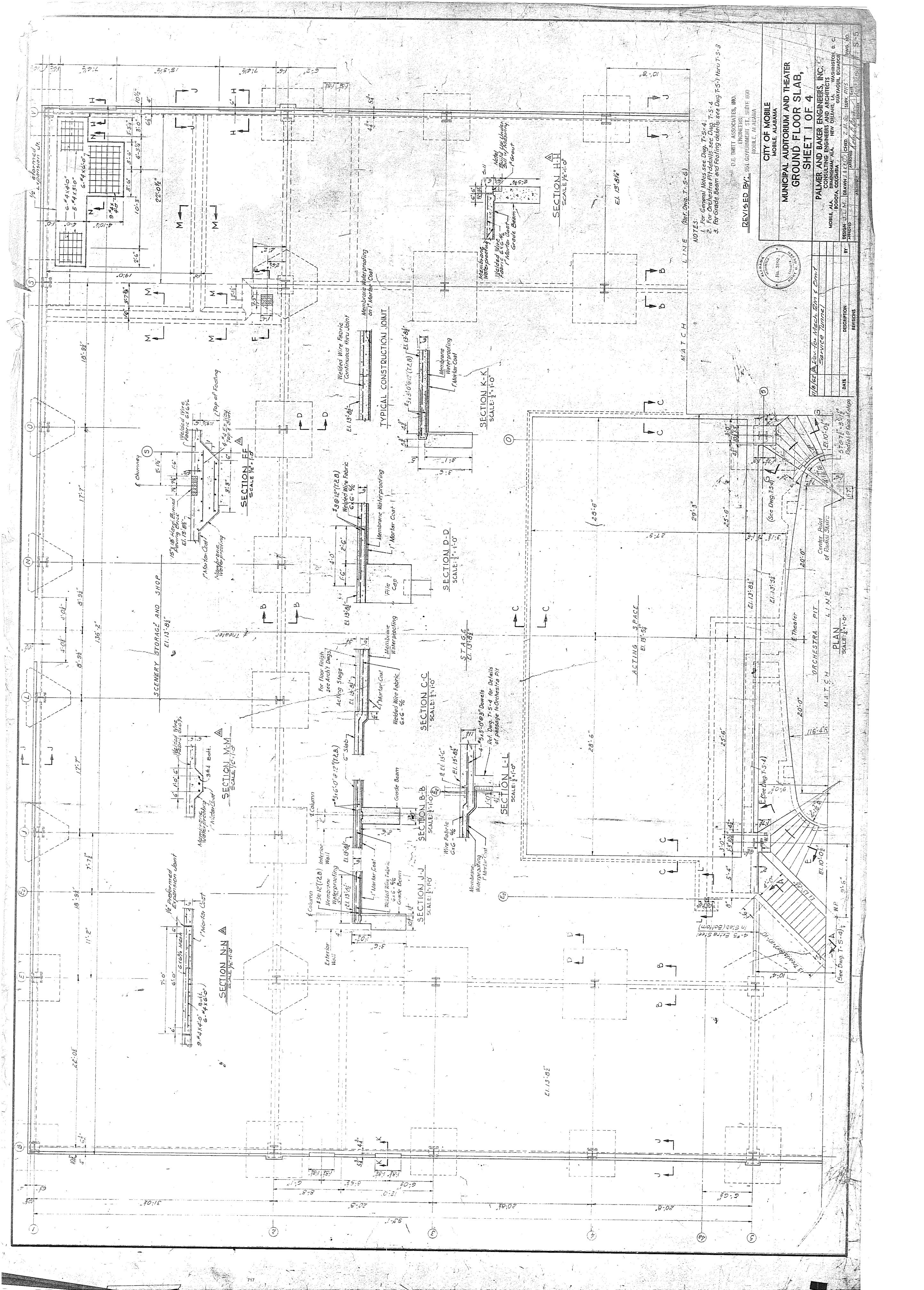


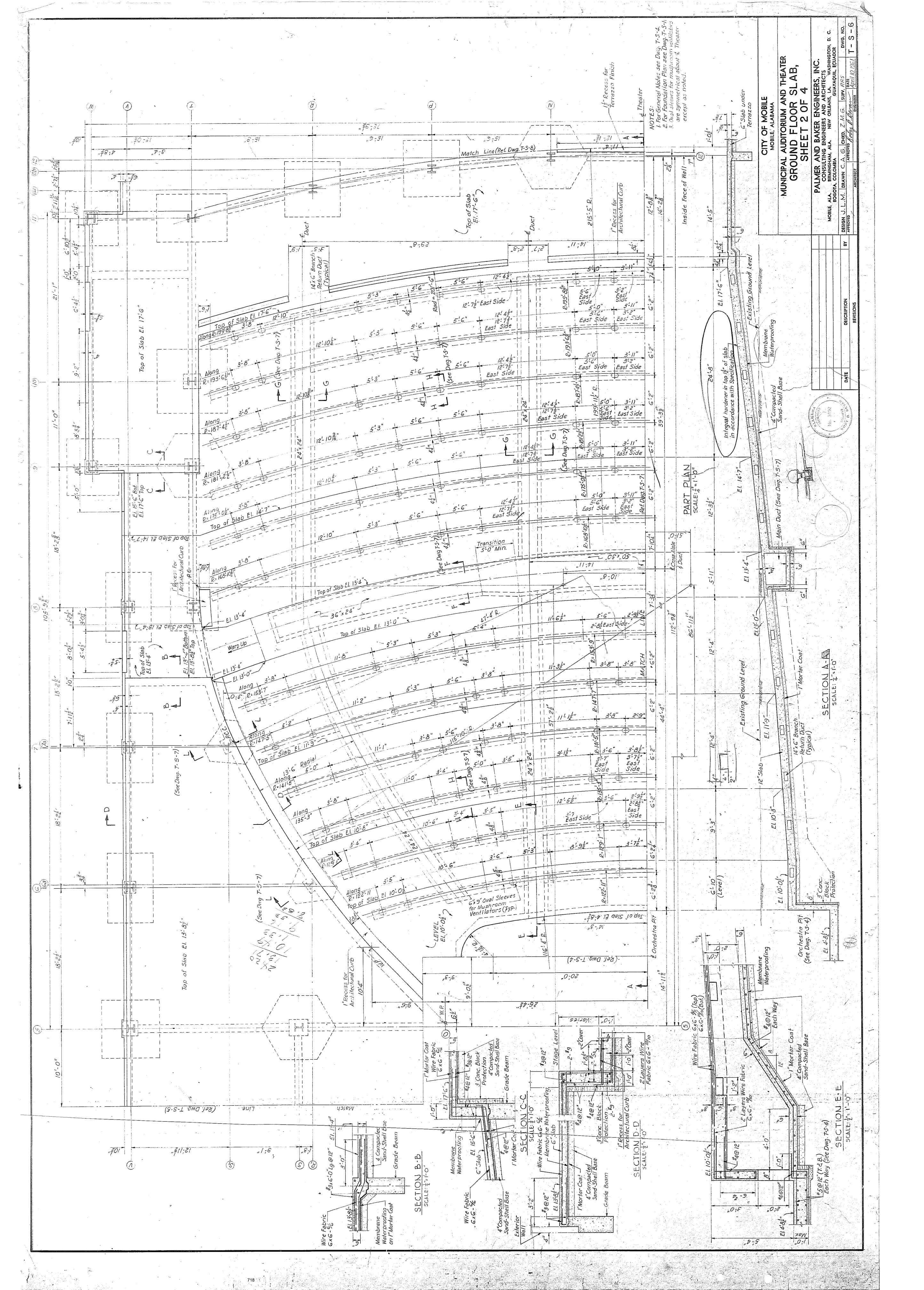


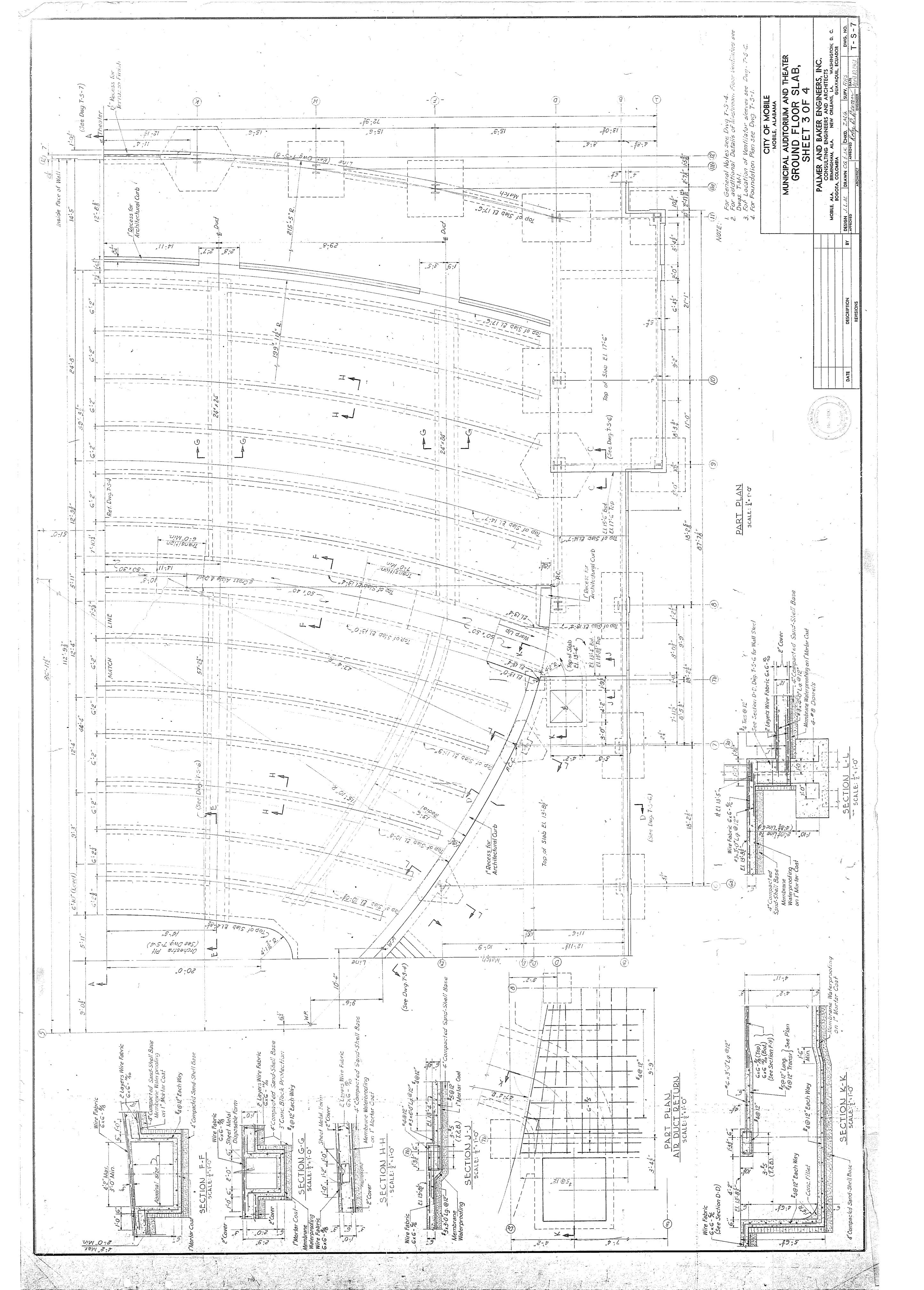


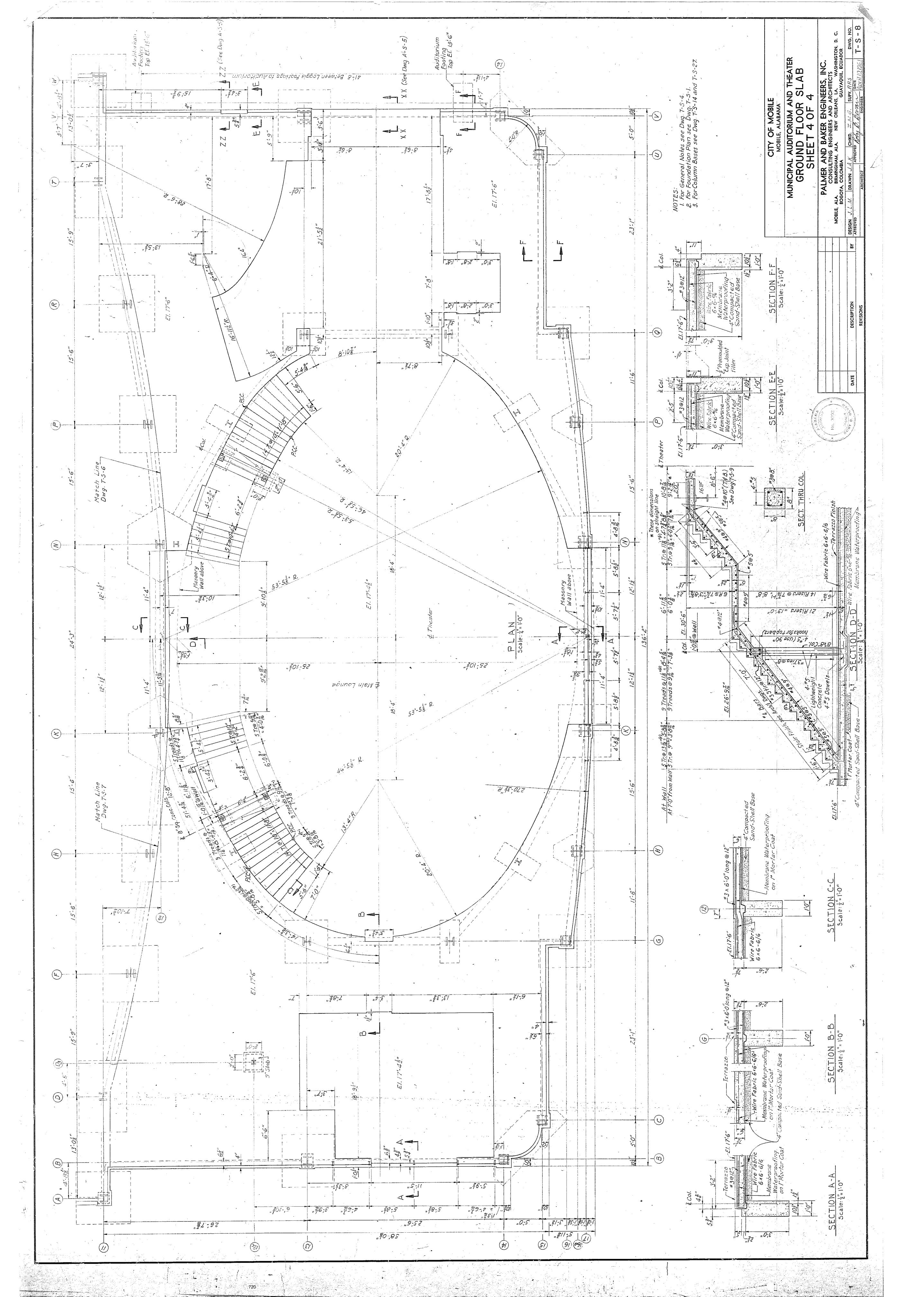


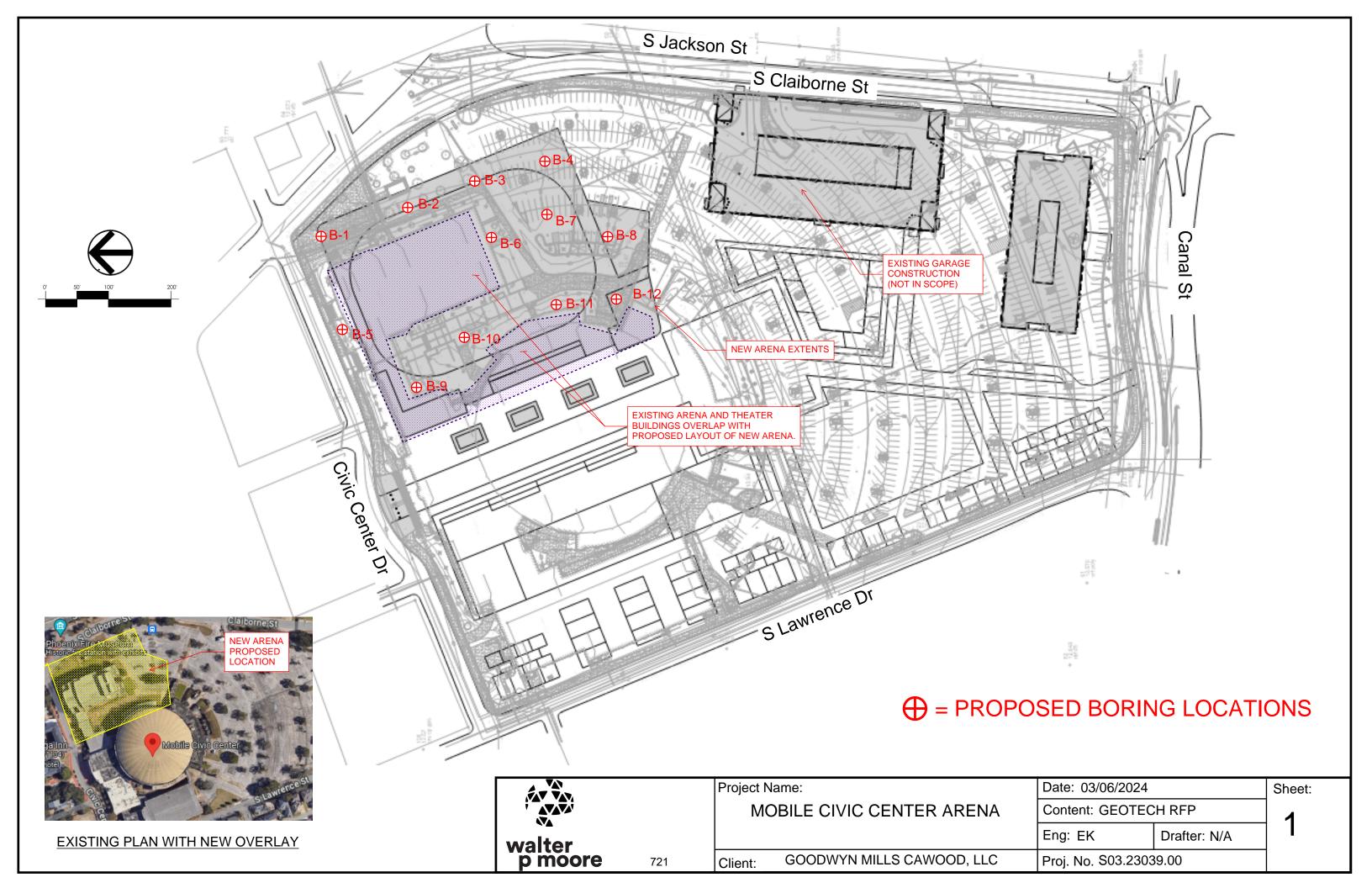














AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

Jennifer White, Director, Traffic Engineering and Carleen Stout-Clark, Deputy Director, Real Estate Asset Mgt.

Sponsored by:

William S. Stimpson, Mayor, and Council Member Ben Reynolds

Purpose and Scope of Project:

Accept Right-of-Way Deed for Halls Mill Rd and Demetropolis Rd Intersection Improvement Proj 2020-2060-01

Amount of Contract:

\$ 12,008.00

Funding Source

Project # Halls Mill Rd and Demetropolis Rd Intersection Improvement Proj. 2020-2060-01, C0478 **Discretionary Funds**

Project String 2000.2000.48040 Contract Number:4918

Budget Amendment REDUCE INCREASE

Grant Funds Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/21/2024
Right-of-Way Deed	Exhibit	3/21/2024
Capital Contract Summary Sheet	Exhibit	3/21/2024
Form A - Acquisition	Exhibit	3/21/2024

REVIEWERS:

Department Reviewer Action Date

Real Estate Stout, Carleen Approved 3/21/2024 - 10:46 AM

Capital Rhodes, Brenda Approved 3/21/2024 - 1:22

Legal	Kern, Chris	Approved	PM 3/21/2024 - 1:54 PM
Mayors Office	Barber, James	Approved	3/21/2024 - 2:04 PM

Sponsored by Mayor William S. Stimpson and Council Member Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts the following Right-of-Way Deed, as needed for the Halls Mill Road and Demetropolis Road Intersection Improvement Project No. 2020-2060-01.

1. Right-of-Way Deed for Public Road from Raj Johnson and Kavitha Raji, Tract 2, for the amount of Twelve Thousand and Eight Dollars (\$12,008.00)

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

Adopted:		
City Clerk		

RIGHT-OF-WAY DEED

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, RAJ JOHNSON AND KAVITHA RAJI, Husband and Wife, the Grantors, in and for the consideration of Twelve Thousand and Eight Dollars (\$12,008.00) in hand paid by the City of Mobile, A Municipal Corporation, the receipt whereof being hereby acknowledged, and for the benefit which will accrue to the neighborhood, to the public generally and to Grantors' property, the undersigned Grantors, do hereby Give, Grant, Bargain, Sell and Convey unto the said City of Mobile, the Grantee, it successors and assigns, a right of way hereinafter described, over and across the lands of the undersigned for a public road, and full and free right, liberty, and authority to enter upon and to construct, operate, and maintain such public road, as follows, to-wit:

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

The property is conveyed subject to all existing utility, drainage easements, rights-of-way, zoning restrictions and to all prior reservations and conveyances of oil, gas and other minerals and mineral rights in, on and under the property and to any and all matters of record affecting title to or use of the property, or which would be shown by an accurate survey or are visible on the surface of the property.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said City of Mobile, a municipal corporation, its successors and assigns, forever in fee simple, for public road purposes. And for and in consideration of the above, the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said road.

AND except as to the above, the Grantors, for themselves, their successors and assigns, hereby covenant with the Grantee, its successors and assigns, that they are seized of an indefeasible estate in and to said property, that said property is free and clear from any and all encumbrances not hereinabove mentioned, and that they do hereby **WARRANT** and **WILL FOREVER DEFEND** the title of said property against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have set our hand and seal, this the <u>20</u> day of <u>Warch</u>, 2024.

OWNERS: Raj Johnson and Kavitha Raji

By:

By:

17178

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, street, that Raj Johnson and Kavitha Raji, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument and with full authority, have executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this <u>Jo</u> day of <u>March</u>, 2024.

Notary Public, State of

My Commission Expire

This Instrument prepared by: City of Mobile Real Estate Department P.O. Box 1827 Mobile, AL 36633 GRANTEE City of Mobile Real Estate Dept P.O. Box 1827 Mobile, AL 36633 GRANTOR Raj Johnson and Kavitha Raji 2455 Staples Road Mobile, AL 36605

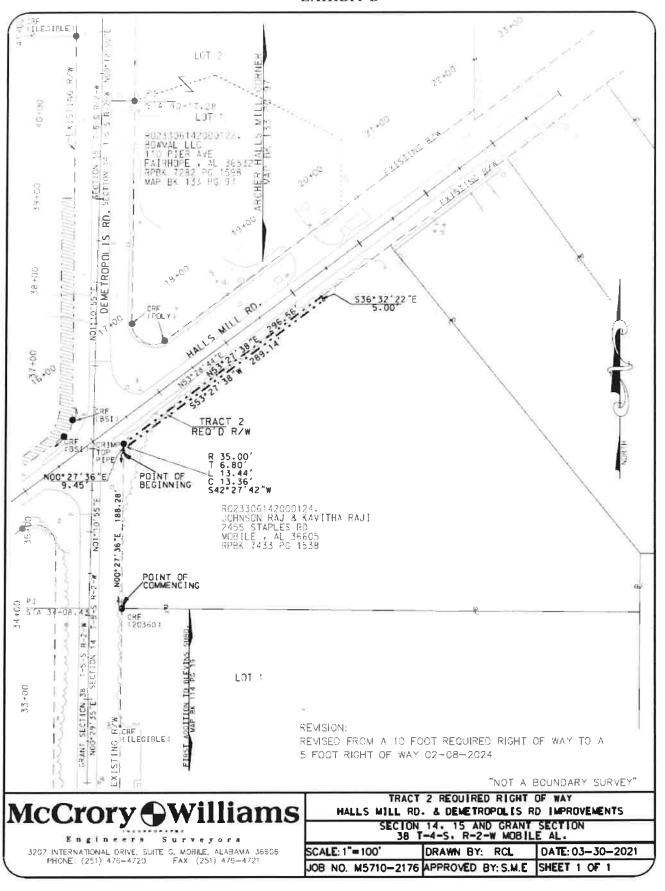
PROPERTY ADDRESS Vacant Land Key # 01131359

"EXHIBIT A"

REQUIRED RIGHT OF WAY - TRACT 2 DEMETROPOLIS ROAD AND HALLS MILL ROAD

A PART OF THE SOUTHWEST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP-5-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA AND BEING MORE FULLY DESCRIBED AS FOLLOWS COMMENCING AT A CAPPED REBAR (20360) BEING SITUATED AT THE NORTHWEST CORNER OF LOT 1 FIRST ADDITION TO BLEVINS SUBDIVISION AS RECORDED IN MAP BOOK 114 PAGE 39 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE NORTH 0°27'36" EAST, ALONG THE EAST RIGHT OF WAY LINE DEMETROPOLIS ROAD 188.28 FEET TO THE POINT OF BEGINNING PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 0°27'36" EAST, 9.45 FEET TO A CRIMP TOP PIPE BEING SITUATED ON THE SOUTH RIGHT OF WAY LINE OF HALLS MILL ROAD; THENCE RUN NORTH 53°27'38" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE 296.56 FEET; THENCE RUN SOUTH 53°27'38" WEST, ALONG THE REQUIRED RIGHT OF WAY LINE 5.00 FEET; THENCE RUN SOUTH 53°27'38" WEST, ALONG SAID REQUIRED RIGHT OF WAY LINE 289.14 FEET; THENCE RUN ALONG THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 13.44 FEET (THE CHORD BEARS SOUTH 42°27'42" WEST, AND MEASURES 13.36 FEET) TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES MORE OR LESS. (1501 sq. ft.).

"EXHIBIT B"





AGENDA ITEM SUMMARY SHEET

Agenda of:3/26/2024

Submitted by:

Nick Amberger, P.E. Engineering Department

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To accept Hawkins Manor streets being named for city maintenance.

Funding Source

Project # **Discretionary Funds Contract Number: Project String**

Budget Amendment REDUCE **INCREASE**

Grant Funds Matching Funds

ATTACHMENTS:

Type Upload Date Description Cover Memo Street Maintenance 3/20/2024

REVIEWERS:

Department Reviewer Action Date

3/20/2024 - 4:52 Engineering Amberger, Nick Approved

PM

3/21/2024 -Kern, Chris Legal Approved 12:39 PM

Mayors Office 3/21/2024 - 2:03 Barber, James Approved

Sponsored by: Mayor William S. Stimpson

WHEREAS Somerby Partners, LLC, as developer of Hawkins Manor, has requested

acceptance by the City of Mobile of the streets in Hawkins Manor, said streets being named

"Hawkins Manor, Hawkins Manor North, Hawkins Manor South, Hawkins Manor East, and

Hawkins Manor West", as public streets within the boundaries of the City of Mobile;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

MOBILE, ALABAMA, that the streets "Hawkins Manor, Hawkins Manor North, Hawkins

Manor South, Hawkins Manor East, and Hawkins Manor West" of Hawkins Manor (the legal

description of which is shown on the attached Hawkins Manor RIGHT OF WAY MAP),

together with the drainage structures in, and which are a part of said streets and which are located

in dedicated street rights of way, are hereby approved by and accepted for maintenance by the

City. The drainage structures described herein are those which are a part of or are located in the

streets (curbs and gutter, catch basins, flumes and pipes) and do not include any drainage

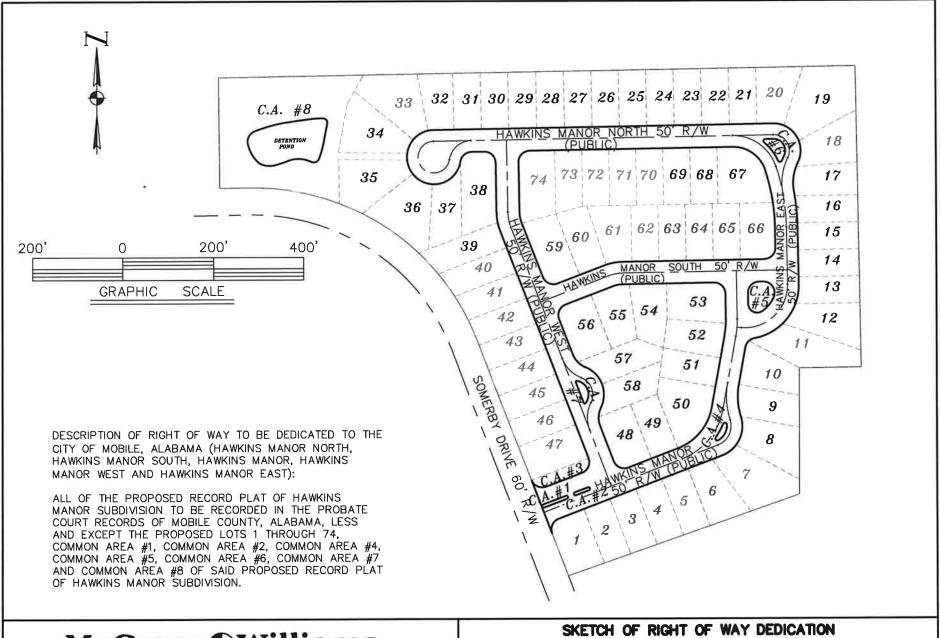
systems or facilities in the subdivision or shown on the plat thereof which are not located on the

right of way.

Adopted:

City Clerk

730



McCrory & Williams

Engineers Surveyors
3207 INTERNATIONAL DRIVE, SUITE G, MOBILE, ALABAMA 36606
PHONE: (251) 476-4720 FAX: (251) 476-4721

SKETCH OF RIGHT OF WAY DEDICATION HAWKINS MANOR SUBDIVISION SECTION 29, T4S-R2W, MOBILE COUNTY, ALABAMA

 SCALE: 1"=200'
 DRAWN BY: LMD
 DATE: Mar. 19, 2024

 JOB NO. G3210-2001
 APPROVED BY: MJM
 SHEET 1 OF 1



AGENDA ITEM SUMMARY SHEET

Agenda of: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 packet Cover Memo 3/21/2024

REVIEWERS:

Department Reviewer Action Date

City Clerk Gauthier, Lana Approved 3/21/2024 - 2:57 PM

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to

publish in a newspaper of general circulation within the municipality the attached

notice stating the time and place a proposed resolution is to be considered by the

City Council and further stating that at such time and place all persons who desire

shall have an opportunity of being heard in opposition to or in favor of the

proposed resolution.

Adopted:

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A

SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to

consider the application Sonia Jordan, to operate a shuttle service in the City

of Mobile. The adoption of such Certificate will be considered by the City

Council in the Auditorium of the Mobile Government Plaza, located at 205

Government Street, Mobile, Alabama, on April 9, 2024, at 10:30 a.m. At

such time and place, all persons who desire shall have an opportunity to be

heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert

City Clerk

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

Adopted:		
	City Clerk	



2024 MAR 2 | PM 12: 28

APPLICATION FOR CERTIFICATE, OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, _	900	rden		ally or on behalf of, hereby makes
application for a C within the City of M	ertificate of Public C Mobile and submits th	Convenience and Necess he following facts in sup	sity to operate a publi	c service vehicle(s)
Name of Person or	icate Information Legal Entity seeking			
Soni	a Jord	lan		
Business Address:				
Telephone		Trade Name	Kids Z	uber Ride
Business Informati	tion			
A. If applica	nt is an <u>individua</u>	l (sole proprietor) ple	ease provide:	
Birthdate: _		SSN:		
Residence Add	lress:			
Address		City	State	Zıp code
Telephone Nur	mber:	1 Driver	's License #:	=
Residing in Mo	obile County: Years:	_53 Month	18: 9 mos.	
U.S. Citizensh	ip: Yes	No		
A A (A	an alien author	the United States		
B. If applica	ant is a <u>legal entity</u>	, please provide:		
Incorporated Partnership	State of Incorp	orationOther: (please specify)		
Business Address:	address provided in P	Part I)		



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

per	sons against which	ents against any person such judgements ar ture of the transaction	e pending, the an	nount of all unpaid
Name N/A	Date	Amount	Location	Disposition
3-1				4
Part III. Ve	hicle/Carriage Information	tion:		
Class of ser	vice to be furnished: (C	heck only one)		_
Γaxicab	Sedan Sh	Horse Drav	vn Carriage	Other 🔑 SUV
			· A Malaila	
	terminal/depot or stand			
		f operation? Monday		6:30pm 5:00
What will be	e your days and hours o		1-Friday 1	6:30m5:00
What will be How many	e your days and hours of vehicles (carriages) do Note: carriages are lim	you intend to operate?ited to a maximum of ten	1 - Friday 1 carriages)	
What will be How many (Vehicle Des	e your days and hours of vehicles (carriages) do Note: carriages are lim	you intend to operate?ited to a maximum of ten	1 - Friday 1 carriages)	
What will be How many (Vehicle Des Make:	e your days and hours of wehicles (carriages) do Note: carriages are lim scription:	you intend to operate? ited to a maximum of ten Year: Year:	1 - Friday 1 carriages)	
What will be How many (Vehicle Des Make:	e your days and hours of vehicles (carriages) do Note: carriages are lim	you intend to operate? ited to a maximum of ten Year: Year:	1 - Friday 1 carriages)	Model: Trax Model: Model:



I hereby authorize the investigation of all statements contained in this application. I certify that:

- I am the owner of the business listed herein or I am the duly authorized agent of such owner;
- 2. All of the foregoing statements are true and correct to the best of my knowledge;
- I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
- 4. I have read and understand Chapter 59 of the Mobile City Code;
- If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applica	unt's Signature	du	
	of entity: ber Ride	s Fo	r Kid
By:			

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF COME , 20 24

Commission Expiration Date (Notary Pul February 18, 2025

738



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Sonia Marie Jordan
Date of Birth: Security #:
Present Address_
Home Phone Number: rk Phone Number:
Attach a copy of your current driver's license to this sheet
Present Employer and Address: Sands Stimpson
Present Position/Title: Nanny
Judicial History: List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.
VIOLATION JURISDICTION/COURT DATE OF CASE DISPOSITION
None None None
List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.
Give nature of all transactions or acts giving rise to these judgements. NA
Give name and location of court in which judgements were entered and date entered.
I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.
gouamquele 3/21/24 Signature Date Signed



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Soma Marie Jordan
Nickname(s) or Maiden Name:
Current Address: 12
Previous Address:
Personal Description:
Height: 5"3
Weight: 184
Hair Color: Black
Eye Color: Brown
Social Security Number:
I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.
Orna Marie Jadan Signature
3 21 24 Date signed

Personal Data Report

General Descriptors

JORDAN, SONIA MARIE Name:

Address:

Nick Name:

NOT VALID WITHOUT

EMBOSSED SEAL

OF THE WOBILE

SSN: -

Phone:

Race: **BLACK** DOB:

Age:

53

F Sex: Weight: 157

Eyes:

BROWN

Height: 5'03" Hair:

Facial:

BLACK

Ethnic:

Email1:

Email2:

Alt. Danger

Desc:

Address:

Identifying Numbers

DL State: AL

DL #: FP:

DL Type:

DOC:

MID: FBI:

JRN:

SID:

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates

NO RECORD